



## AUBURN HILLS MEETING SCHEDULE

248-370-9402 | WWW.AUBURNHILLS.ORG

### JUNE 2025

DAY	TITLE	TIME	LOCATION
2	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
4	<del>Planning Commission</del>	<del>7:00 PM</del>	<b>CANCELLED</b>
9	Library Board	7:00 PM	Auburn Hills Public Library 3400 Seyburn Drive
10	Tax Increment Finance Authority	4:00 PM	Administrative Conference Room 1827 N. Squirrel Road
11	Pension Board	3:00 PM	Administrative Conference Room 1827 N. Squirrel Road
11	Retiree Health Care	Immediately following the Pension Board meeting	Administrative Conference Room 1827 N. Squirrel Road
<del>12</del>	<del>Zoning Board of Appeals</del>	<del>7:00 PM</del>	<b>CANCELLED</b>
16	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
17	Brownfield Redevelopment Authority	6:00 PM	Administrative Conference Room 1827 N. Squirrel Road
23	Downtown Development Authority	5:30 PM	Administrative Conference Room 1827 N. Squirrel Road

**NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248.370.9402 48 hours prior to the meeting. Staff will be pleased to make the necessary arrangements. PLEASE BE ADVISED, DUE TO A LACK OF AGENDA ITEMS, SOME MEETINGS MAY BE CANCELED.**



## AUBURN HILLS MEETING SCHEDULE

248-370-9402 | WWW.AUBURNHILLS.ORG

### JULY 2025

DAY	TITLE	TIME	LOCATION
7	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
8	Tax Increment Finance Authority	4:00 PM	Council Conference Room 1827 N. Squirrel Road
9	<del>Planning Commission</del>	<del>7:00 PM</del>	<b>CANCELLED</b>
10	Zoning Board of Appeals	7:00 PM	Council Chamber 1827 N. Squirrel Road
14	Downtown Development Authority	5:30 PM	Administrative Conference Room 1827 N. Squirrel Road
14	Library Board	7:00 PM	Auburn Hills Public Library 3400 Seyburn Drive
15	Brownfield Redevelopment Authority	6:00 PM	Administrative Conference Room 1827 N. Squirrel Road
21	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
22	Board of Review	11:00 AM	Administrative Conference Room 1827 N. Squirrel Road

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**CITY OF AUBURN HILLS**  
**MONDAY, JUNE 16, 2025**  
**Regular City Council Meeting ♦ 7:00 PM**

Council Chamber, 1827 N. Squirrel Road, Auburn Hills MI  
248-370-9402 ♦ [www.auburnhills.org](http://www.auburnhills.org)

**1. MEETING CALLED TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL OF COUNCIL**

**4. APPROVAL OF MINUTES**

4a. City Council Regular Meeting Minutes, June 2, 2025

**5. APPOINTMENTS AND PRESENTATIONS**

5a. Motion - To confirm the appointment of Dominic Patrus to the Planning Commission.

5b. Motion - To confirm the reappointment of Cynthia Pavlich to the Planning Commission.

5c. Motion - To confirm the reappointment of Dominick Tringali to the Planning Commission.

5d. Motion - To confirm the reappointment of Carolyn Shearer to the Planning Commission.

**6. PUBLIC COMMENT**

**7. CONSENT AGENDA**

All items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

7a. Board and Commission Minutes

7a1. Brownfield Redevelopment Authority, May 20, 2025

7b. Motion – To receive the 2024 Retirement System Annual Report.

7c. Motion – To enter into a service plan agreement for website hosting with WP Engine and award a contract to Inside Out for website maintenance.

**8. UNFINISHED BUSINESS**

**9. NEW BUSINESS**

9a. Motion – To award the 2025 Concrete Maintenance Program Construction Contract, Construction Engineering/Observation and Contract Administration Services to OHM Advisors, and Material Testing Services to G2 Consulting.

9b. Motion – To award the 2025 Asphalt Program Construction Contract, Construction Engineering/Observation and Contract Administration Services to OHM Advisors, and Material Testing Services to G2 Consulting.

**10. COMMENTS AND MOTIONS FROM COUNCIL**

**11. CITY ATTORNEY REPORT**

**12. CITY MANAGER REPORT**

**13. ADJOURNMENT**

City Council meeting minutes are on file in the City Clerk's Office. NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248.370.9402 or the City Manager's Office at 248.370.9440 48 hours prior to the meeting. Staff will be pleased to make the necessary arrangements.



# CITY OF AUBURN HILLS

## CITY COUNCIL AGENDA

MEETING DATE: JUNE 16, 2025

AGENDA ITEM NO 4A

CITY COUNCIL



## CITY OF AUBURN HILLS

### REGULAR CITY COUNCIL MEETING

#### DRAFT MEETING

JUNE 2, 2025

**CALL TO ORDER &** Mayor Marzolf at 7:00 PM.

**PLEDGE OF ALLEGIANCE:**

**LOCATION:** Council Chamber, 1827 N. Squirrel Road, Auburn Hills MI

**ROLL CALL:** Present: Council Members Ferguson, Fletcher, Hawkins, Knight, Marzolf, and Verbeke  
Absent: Council Member McDaniel

Also Present: City Manager Tanghe, Asst City Manager Skopek, City Attorney Kelly, City Clerk Pierce, Police Chief Gagnon, Fire Chief Massingill, Community Development Director Cohen, Asst Dir of Community Development Lang, DPW Director Baldante, Mgr of Fleet & Roads Hefner, Finance Director/Treasurer Schulz, Accounting Clerk Moss, Asst to the Mgr Hagge, Engineer Driesenga

10 Guests

**4. APPROVAL OF MINUTES**

4a. City Council Regular Meeting Minutes, May 19, 2025

**Moved by Knight, Seconded by Ferguson.**

**RESOLVED:** To approve the City Council Regular Meeting Minutes of May 19, 2025.

**VOTE:** Yes: Ferguson, Fletcher, Hawkins, Knight, Marzolf, Verbeke

No: None

**Resolution No. 25.06.095**

**Motion Carried (6 - 0)**

**5. APPOINTMENTS AND PRESENTATIONS**

5a. Presentation from Yeo and Yeo

Motion – To receive the 2024 Financial Statements, the Governance Letter, and the Compliance Report letter For Coronavirus State and Local Fiscal Recovery Funds.

Mr. Michael Rolka of Yeo and Yeo CPAs presented an overview of the financial statements and the audit reports. The full report can be found in the agenda packet.

**Moved by Ferguson, Seconded by Verbeke.**

**RESOLVED:** To receive and accept the City's audited Financial Statements with supplemental information for the year ending December 31, 2024, and the related governance letter and compliance report letter as presented by the City's independent auditors, Yeo and Yeo.

**VOTE:** Yes: Ferguson, Fletcher, Hawkins, Knight, Marzolf, Verbeke

No: None

**Resolution No. 25.06.096**

**Motion Carried (6 - 0)**

**6. PUBLIC COMMENT**

Ms. Carol Quaglia, 3600 Lexington Dr., shared concerns regarding road congestion for ambulances on Squirrel Road.

**7. CONSENT AGENDA**

7a. Board and Commission Minutes

7a1. Tax Increment Finance Authority, May 13, 2025

**RESOLVED:** To receive and file the Board and Commission Minutes.

7b. Motion – To approve the purchase of a 2026 Wheeled Coach Ambulance.

**RESOLVED:** To approve the purchase of one (1) Wheeled Coach ambulance from Emergency Vehicles Plus in the amount of \$425,289.00, and associated decal and graphic work by Majik Graphics in the amount of \$3,375.00, for a total amount not to exceed \$428,664.00, to be paid from the Fleet Division of the Department of Public Works, GL #661-594-981.000.

7c. Motion – To approve the purchase of a Speed Radar/Changeable Message Sign Trailer.

**RESOLVED:** To approve the purchase of a new radar speed display/changeable message sign trailer from Applied Concepts Inc. at a cost not-to-exceed \$20,884.00.

7d. Motion – To approve the purchase of Motorola Radio Microphones.

**RESOLVED:** To approve the purchase of 10 Motorola APX wireless speaker microphones and 40 Motorola XVP830 corded speaker microphones from Mobile Communications America under the Oakland County Bid for an amount not to exceed \$19,350.00, utilizing state forfeiture funds.

7e. Motion – To approve the purchase of two truck upfits.

**RESOLVED:** To approve the purchase of two utility/service body upfits by Truck & Trailer Specialties, Inc. of Howell, Michigan through the Rochester Hills contract RFP-RH-20-023 in the amount of \$72,360.

7f. Motion – To approve the cost participation agreement with the County of Oakland Board of Commissioners associated with Butler Road improvements.

**RESOLVED:** To approve the cost participation agreement with the County of Oakland Board of Commissioners associated with Butler Road improvements, granting \$75,778 to the City of Auburn Hills.

7g. Motion – To approve the purchase of new hydrants and accessories needed for the Executive Hills Road Project.

**RESOLVED:** To approve EJ Order in the amount of \$28,752.69 for the parts necessary to complete Executive Hills Road Project and Replenish Water Department Inventory.

7h. Motion – To approve the purchase of two 10" water meters for the new GM Facility Fire Main Loop

**RESOLVED:** To approve water meter purchase through supplier EJP, in the Amount of \$14,790.

Moved by Verbeke, Seconded by Fletcher.

**RESOLVED:** To approve the Consent Agenda.

**VOTE:** Yes: Ferguson, Fletcher, Hawkins, Knight, Marzolf, Verbeke

No: None

**Resolution No. 25.06.097**

**Motion Carried (6 - 0)**

**8. UNFINISHED BUSINESS**

**9. NEW BUSINESS**

9a. Motion – To approve a cost participation agreement for Brown Road pathway connections.

Mr. Baldante conveyed that Orion Township received funding from the State to construct a pathway around the General Motors plant as well as other continued road and traffic improvements to Brown Road. He provided the location of the new pathway system, and the cost to the city associated with the project.

**Moved by Fletcher, Seconded by Verbeke.**

**RESOLVED: To approve the cost participation agreement and the transfer of funds as noted in the memo to cover the expenses related to the cost participation agreement.**

**VOTE: Yes: Ferguson, Fletcher, Hawkins, Knight, Marzolf, Verbeke**

**No: None**

**Resolution No. 25.06.098**

**Motion Carried (6 - 0)**

9b. Motion – To execute a contract and approve a budget amendment for the relocation of power conduits associated with the Parking Deck Extension.

Mr. Baldante reported that the proposed footings for the parking deck extension are in direct conflict with the current electrical conduit that supplies power to the Auburn Square apartments, some of the downtown businesses and the parking garage. The project will need to rerun the conduit lines and in doing so, there will be a temporary interruption of power. The power will be supplied by generators for 24-48 hours. He commented that if the power disruption is longer than 48 hours, per the contract, there is no additional cost other than fuel. The parking deck extension is budgeted for construction in 2026, but the relocation of conduit lines needs to take place immediately to support the progress of the Webster development and put in place the underground utilities prior to commencement of the parking deck extension.

**Moved by Ferguson, Seconded by Fletcher.**

**RESOLVED: To amend the Capital Project fund by increasing appropriations to GL# 101-901-975.000 PKSTRUC by \$110,321.40. Also to award the construction contract to SAIF Construction and Restoration in the amount of \$93,560.40 and the rental agreement for 2 generators with Michigan Cat in the amount of \$16,761.**

**VOTE: Yes: Ferguson, Fletcher, Hawkins, Knight, Marzolf, Verbeke**

**No: None**

**Resolution No. 25.06.099**

**Motion Carried (6 - 0)**

**10. COMMENTS AND MOTIONS FROM COUNCIL**

City Council Members commented on the Memorial Day festivities and the great turnout by the residents.

Mr. Knight commented that Priority Waste is leaving cans in the roadway and not showing caution.

Mayor Marzolf thanked the American Legion for the work that went the Memorial Day parade and picnic. He took time to recognize Gary Chapman and his retirement after serving the city for 45 years with the Fire Department. He shared that Mr. Chapman was recognized as Fire Fighter of the Year three different times.

**11. CITY ATTORNEY REPORT**

**12. CITY MANAGER REPORT**

Mr. Tanghe reminded the residents of the Summer Hours that the City holds from Memorial Day to Labor Day.

**13. CLOSED SESSION**

13a. Motion - To meet in closed session to discuss a confidential legal update regarding pending litigation pursuant to MCL 15.268(1)(e) of the Open Meetings Act.

**Moved by Verbeke, Seconded by Hawkins.**

**RESOLVED:** To meet in closed session to discuss a confidential legal update regarding pending litigation pursuant to MCL 15.268(1)(e) of the Open Meetings Act.

**VOTE:** Yes: Ferguson, Fletcher, Hawkins, Knight, Marzolf, Verbeke

No: None

**Resolution No. 25.06.100**

**Motion Carried (6 - 0)**

13b. Motion - To meet in closed session to discuss a confidential legal opinion regarding the acquisition of property under MCL 15.268(1)(h) of the Open Meetings Act.

**Moved by Hawkins, Seconded by Verbeke.**

**RESOLVED:** To meet in closed session to discuss a confidential legal opinion regarding the acquisition of property under MCL 15.268(1)(h) of the Open Meetings Act.

**VOTE:** Yes: Ferguson, Fletcher, Hawkins, Knight, Marzolf, Verbeke

No: None

**Resolution No. 25.06.101**

**Motion Carried (6 - 0)**

The meeting recessed to Closed Session at 7:37 PM.

The meeting reconvened in Open Session at 8:33 PM.

**14. ADJOURNMENT**

**Moved by Hawkins, Seconded by Ferguson.**

**RESOLVED:** To adjourn the meeting.

**VOTE:** Yes: Ferguson, Fletcher, Hawkins, Knight, Marzolf, Verbeke

No: None

**Resolution No. 25.06.102**

**Motion Carried (6 - 0)**

The meeting was adjourned at 8:33 PM.

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Brian W. Marzolf, Mayor

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Laura M. Pierce, City Clerk



# CITY OF AUBURN HILLS

## CITY COUNCIL AGENDA

**MEETING DATE: JUNE 16, 2025**

**AGENDA ITEM NO 5A**

**COMMUNITY DEVELOPMENT**

**To: Mayor and City Council**  
**From: Brian Marzolf, Mayor; Steven J. Cohen, AICP, Director of Community Development**  
**Submitted: June 6, 2025**  
**Subject: Motion - To confirm the appointment of Dominic Patrus to the Planning Commission**

### **INTRODUCTION**

After consulting with Mr. Cohen, I recommend that Dominic Patrus be appointed to the Planning Commission. Mr. Patrus recently moved to Auburn Hills from Sterling Heights, where he served on the Sterling Heights Local Development Finance Authority for over four years. He works for a mortgage brokerage company in Royal Oak.

Mr. Patrus graduated from Oakland University with a political science degree in 2019. His education in political science and past volunteer service have provided him with a solid foundation and understanding of local government and planning, which makes him a good fit for the Planning Commission. This appointment replaces Laura Ochs, who retired from the Planning Commission earlier this year after serving for over 10 years.

<b>Name</b>	<b>Commission</b>	<b>Past Experience on the Commission</b>	<b>Service Years on the Commission</b>	<b>Term Ending</b>
Dominic Patrus	Planning Commission	N/A	N/A	7-31-2026

### **MOTION**

**Move to confirm the appointment of Dominic Patrus to the Planning Commission to fulfill the remainder of a three-year term vacated by Laura Ochs, ending on July 31, 2026.**





**CITY OF AUBURN HILLS**  
**CITY CLERK'S OFFICE**

1827 N. Squirrel Rd., Auburn Hills MI 48326

Phone: 248.370.9402 Fax: 248.364.6719

[CityClerk@auburnhills.org](mailto:CityClerk@auburnhills.org) [www.auburnhills.org/cityboards](http://www.auburnhills.org/cityboards)

**APPLICATION FOR APPOINTMENT TO BOARDS  
AND COMMISSIONS**

NAME: Patrus Dominic S

(Please Print)

(Last)

(First)

(Middle Initial)

4455 Thornhill dr, Auburn Hills, MI, 48326 586-306-3218

HOME ADDRESS: \_\_\_\_\_

(Number/Street)

(City/Zip)

(Phone)

EMAIL ADDRESS: Patrusdominic@gmail.com

HOW LONG HAVE YOU LIVED IN AUBURN HILLS? 6 months ARE YOU A U.S. CITIZEN: ☒ YES ☐ NO

DO YOU WORK IN AUBURN HILLS? NO LENGTH OF TIME EMPLOYED IN AUBURN HILLS: N/A

If you work in Auburn Hills, please list the name and address of the business:

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Number/Street)

\_\_\_\_\_  
(Phone)

PLEASE LIST WHICH BOARD/COMMISSION YOU ARE INTERESTED IN: Planning Commission, Board of Appeals, Tax Increment Finance Authority

WHAT SPECIALTIES/EXPERIENCE/EDUCATION DO YOU BRING TO THIS BOARD/COMMISSION:  
(Attach additional sheet if necessary)

Hi team, I have a degree in Political Science from Oakland University (2019), with my area of focus being local and state politics. During undergrad, I developed a love for local government when I retained an internship from my professor, Michael Switalski, who was city clerk of Roseville at the time. Prior to purchasing a home in Auburn Hills, I resided in Sterling Heights and was an appointed board member of the Local Development Finance Authority for over 4 years. Last year, I received a reappointment to another 4-year term but had to resign due to moving residences. My wife and I are happy to call Auburn Hills our forever home, but I do feel a need to serve my community and utilize my skill set.

LIST ANY CIVIC/COMMUNITY ACTIVITIES THAT ARE YOU INVOLVED IN: (Attach additional sheet if necessary)

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Please return this form to the City Clerk's Office at the above address for processing. This information will be provided to the City Council, on a public agenda, for the use in making appointment to the various Boards and Commissions at the City Council Meeting.

☒ I UNDERSTAND THAT I MAY BE SUBJECT TO A BACKGROUND CHECK AND CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Dominic S Patrus 3/25/2025

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(Signature)

(Date)



# CITY OF AUBURN HILLS

## CITY COUNCIL AGENDA

**MEETING DATE: JUNE 16, 2025**

**AGENDA ITEM NO 5B-5D**

**COMMUNITY DEVELOPMENT**

**To:** Mayor and City Council  
**From:** Brian Marzolf, Mayor; Steven J. Cohen, AICP, Director of Community Development  
**Submitted:** June 9, 2025  
**Subject:** Motion - To confirm the reappointments of Cynthia Pavlich, Dominick Tringali, and Carolyn Shearer to the Planning Commission

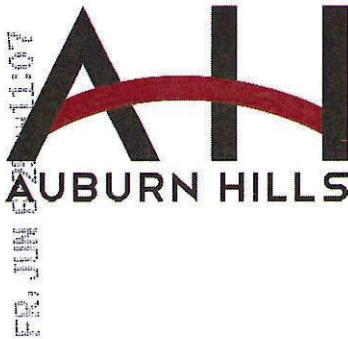
### **INTRODUCTION**

After consulting with Mr. Cohen, I recommend that these citizens be reappointed to the Planning Commission, as they are highly experienced and well-trained in interacting with the general public. They also possess a thorough understanding of the City's Zoning Ordinance and Master Land Use Plan, as well as the relevant Michigan laws pertaining to land use planning.

Name	Commission	Past Experience on the Commission	Service Years on the Commission	Term Ending
Cynthia Pavlich	Planning Commission	Member since 9-12-2022	2 years, 9 months	7-31-2028
Dominick Tringali	Planning Commission	Member since 9-12-2022	2 years, 9 months	7-31-2028
Carolyn Shearer	Planning Commission	Member since 12-17-2012	12 years, 6 months	7-31-2028

### **MOTION**

**Move to confirm the reappointments of Cynthia Pavlich, Dominick Tringali, and Carolyn Shearer to the Planning Commission, each for an additional three-year term ending on July 31, 2028.**



**CITY OF AUBURN HILLS  
CITY CLERK'S OFFICE**

1827 N. Squirrel Rd., Auburn Hills MI 48326

Phone: 248.370.9402 Fax: 248.364.6719

[CityClerk@auburnhills.org](mailto:CityClerk@auburnhills.org)

[www.auburnhills.org/cityboards](http://www.auburnhills.org/cityboards)

**APPLICATION FOR APPOINTMENT TO  
BOARDS AND COMMISSIONS**

NAME: Pavlich Cynthia L  
(Please Print) (Last) (First) (Middle Initial)

HOME ADDRESS: 3055 Bridgewater Rd. AH 48326 440-376-2165  
(Number/Street) (City/Zip) (Phone)

EMAIL ADDRESS: clpavliche@yahoo.com

HOW LONG HAVE YOU LIVED IN AUBURN HILLS? 5 yrs. ARE YOU A U.S. CITIZEN: ☒ YES ☐ NO

DO YOU WORK IN AUBURN HILLS? Retired LENGTH OF TIME EMPLOYED IN AUBURN HILLS: \_\_\_\_\_

If you work in Auburn Hills, please list the name and address of the business:

\_\_\_\_\_  
(Business Name) (Number/Street) (Phone)

PLEASE LIST WHICH BOARD/COMMISSION YOU ARE INTERESTED IN: (Mayor) just kidding  
Planning Commission

WHAT SPECIALTIES/EXPERIENCE/EDUCATION DO YOU BRING TO THIS BOARD/COMMISSION:  
(Attach additional sheet if necessary)

My background, work experience in Interior Design, new  
construction and extensive work w/ contractors, etc.  
architects

LIST ANY CIVIC/COMMUNITY ACTIVITIES THAT ARE YOU INVOLVED IN:  
(Attach additional sheet if necessary)

AH Meals on Wheels & current planning com.  
Apostolic Church - AH

Please return this form to the City Clerk's Office at the above address for processing. This information will be provided to the City Council, on a public agenda, for the use in making appointment to the various Boards and Commissions at the City Council Meeting.

☒ I UNDERSTAND THAT I MAY BE SUBJECT TO A BACKGROUND CHECK AND CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

CL Pavliche 6-6-15  
(Signature) (Date)



**CITY OF AUBURN HILLS  
CITY CLERK'S OFFICE**

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[www.auburnhills.org/cityboards](http://www.auburnhills.org/cityboards)

**APPLICATION FOR APPOINTMENT TO  
BOARDS AND COMMISSIONS**

NAME: TRINGALI DOMINICK R  
(Please Print) (Last) (First) (Middle Initial)

HOME ADDRESS: 3871 ANDOVER AVE AUBURN HILLS 248 7034014  
(Number/Street) (City/Zip) (Phone)

EMAIL ADDRESS: DTRINGALI@MODERI.COM

HOW LONG HAVE YOU LIVED IN AUBURN HILLS? 23 ARE YOU A U.S. CITIZEN: ☒ YES ☐ NO

DO YOU WORK IN AUBURN HILLS? Y LENGTH OF TIME EMPLOYED IN AUBURN HILLS: 15+

If you work in Auburn Hills, please list the name and address of the business:

MODERI DESIGN CENTER 3005 UNIVERSITY DR 248 969641  
(Business Name) (Number/Street) (Phone)

PLEASE LIST WHICH BOARD/COMMISSION YOU ARE INTERESTED IN: PLANNING

WHAT SPECIALTIES/EXPERIENCE/EDUCATION DO YOU BRING TO THIS BOARD/COMMISSION:  
(Attach additional sheet if necessary)

ARCHITECT -

LIST ANY CIVIC/COMMUNITY ACTIVITIES THAT ARE YOU INVOLVED IN:  
(Attach additional sheet if necessary)

LOCAL PRIVATE SCHOOL BOARD OCS, INVOLVED IN LOCAL VOTING.  
INVOLVED IN ROCH HISTORICAL SOCIETY, LA HISTORICAL SOCIETY

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[Signature] 6/2/2025  
(Signature) (Date)





**CITY OF AUBURN HILLS  
CITY CLERK'S OFFICE**

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[www.auburnhills.org/cityboards](http://www.auburnhills.org/cityboards)

**APPLICATION FOR APPOINTMENT TO  
BOARDS AND COMMISSIONS**

NAME: SHEARER CAROLYN J  
(Please Print) (Last) (First) (Middle Initial)

HOME ADDRESS: 583 S GREY ROAD AUBURN HILLS 48326  
(Number/Street) (City/Zip) (Phone)

EMAIL ADDRESS: CJShearer@icloud.com

HOW LONG HAVE YOU LIVED IN AUBURN HILLS? 1956 ARE YOU A U.S. CITIZEN: ☒ YES ☐ NO

DO YOU WORK IN AUBURN HILLS? NO LENGTH OF TIME EMPLOYED IN AUBURN HILLS: \_\_\_\_\_

If you work in Auburn Hills, please list the name and address of the business:

\_\_\_\_\_  
(Business Name) (Number/Street) (Phone)

PLEASE LIST WHICH BOARD/COMMISSION YOU ARE INTERESTED IN: PLANNING Commission

WHAT SPECIALTIES/EXPERIENCE/EDUCATION DO YOU BRING TO THIS BOARD/COMMISSION:  
(Attach additional sheet if necessary)

HAVE AN INTEREST IN AGING IN PLACE AND HOW A COMMUNITY  
CAN BE INCLUSIVE TO ALL DEMOGRAPHICS MAKING AUBURN HILLS  
AN INTERGENERATIONL COMMUNITY

LIST ANY CIVIC/COMMUNITY ACTIVITIES THAT ARE YOU INVOLVED IN:  
(Attach additional sheet if necessary)

\_\_\_\_\_  
\_\_\_\_\_

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☒ I UNDERSTAND THAT I MAY BE SUBJECT TO A BACKGROUND CHECK AND CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Carolyn Shearer 6/9/25  
(Signature) (Date)



# CITY OF AUBURN HILLS CITY COUNCIL AGENDA

**MEETING DATE: JUNE 16**

**AGENDA ITEM NO 7A1**

**BROWNFIELD REDEVELOPMENT AUTHORITY**

**“Not Yet Approved”**  
**CITY OF AUBURN HILLS**  
**BROWNFIELD REDEVELOPMENT AUTHORITY MEETING**

**May 20, 2025**

**CALL TO ORDER:** Mr. Slocum called the meeting to order at 6:03 p.m.

**ROLL CALL:**  
Present: Knight, Hopper, Schaar, Schindler, and Slocum  
Absent: None  
Also Present: Stephanie Carroll, Economic Development Manager  
Guests: Megan Napier and Samantha Seimer, AKT Peerless

**LOCATION:** Auburn Hills City Hall, Administrative Conference Room- 1827 North Squirrel Road, Auburn Hills, MI 48326

**PERSONS WISHING TO BE HEARD**

None.

**APPROVAL OF MINUTES**

**Item 3a. Brownfield Redevelopment Authority Regular Meeting Minutes – March 18, 2025.**

**Moved by Mr. Schaar to approve the March 18, 2025, minutes as presented.**

**Seconded by Mr. Knight.**

**Yes: Knight, Hopper, Schindler, Slocum and Schaar**  
**No: None**

**Motion Carried**

**4. CORRESPONDENCE AND PRESENTATIONS**

Ms. Napier reviewed updates related to Galloway Creek and the Clinton River quarterly testing. She indicated that this latest round of testing was consistent with the results of all previous quarters.

At the request of Mr. Knight, Ms. Carroll provided the board with an update on applying for EPA funds for 2041 Auburn Road. She reviewed the guidance and stated that the first step in applying for funds in FY2026 would be to set up a June call with our EPA Region 5 coordinator to discuss the project at a high level and confirm eligibility. Ms. Napier reviewed the Michigan projects that were awarded funding for 2025. While the grant dollars awarded are not enough to remediate the entire site, they could allow for the most contaminated areas to be cleaned up, enabling a potential developer to have a site with more traditional clean-up requirements. The notice for application will be released in September, with applications due around Thanksgiving.

3180 Auburn Road has been granted closure by the EGLE. After extensive remediation efforts in full coordination with EGLE, the site now meets the standards for safe reuse and long-term sustainability. The final testing and monitoring confirmed that the site poses no further risks. EGLE was very pleased with the overall clean-up process and approved the final closure paperwork. This closure marks a significant milestone in the restoration of the site for future development and community benefit.

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**FINANCIAL REPORT**

**Item 5a. FY 2025 Adopted Budget and YTD Summary -April 30, 2025.**

Ms. Carroll presented the financial report for the period ending April 30, 2025. She stated that approximately 45% of the budgeted tax increment revenue has been received, and the AHBRA has spent 20% of its budget to date for FY2025.

**Moved by Mr. Knight to receive and file the Brownfield Redevelopment Authority financial report for the period ending April 30, 2025.**

**Seconded by Mr. Hopper.**

**Yes: Knight, Hopper, Schindler, Slocum and Schaar**

**No: None**

**Motion Carried**

**UNFINISHED BUSINESS**

**None**

**NEW BUSINESS**

**Item 7a. Proposal for Work Order PF-36134- Proposal for Monitoring Well Abandonment at 3180 Auburn Road**

Ms. Carroll presented a proposal from AKT for the abandonment of the 21 monitoring wells existing on the site. They are no longer needed since EGLE granted closure on April 25, 2025. The work entails removing the visible wells in the ground and backfilling to seal the holes and restore the grass. Upon completion of the abandonment, AKT will prepare a report detailing the procedures followed during the abandonment.

**Moved by Mr. Knight to approve work order PF-36134 in the amount of \$21,425.00 for monitoring well abandonment at 3180 Auburn Road and authorize the Executive Director to execute the work order on behalf of the Authority.**

**Seconded by Mr. Schaar.**

**Yes: Knight, Slocum, Schindler, Hopper and Schaar**

**No: None**

**Motion Carried**

**DIRECTOR UPDATES**

**None**

**BOARD MEMBER COMMENTS**

Mr. Knight updated the Board on actions from the previous evening's Council Meeting. He discussed the redevelopment of the YMCA and the final plans to pave Butler Road.

**ADJOURNMENT**

There being no objections, the Brownfield Redevelopment Authority Board of Directors meeting adjourned at 6:51 p.m.

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Stephanie Carroll  
Executive Director





# CITY OF AUBURN HILLS CITY COUNCIL AGENDA

**MEETING DATE: JUNE 16, 2025**

**AGENDA ITEM NO 7B**

**FINANCE/TREASURER**

**To: Mayor and City Council**  
**From: Thomas A. Tanghe, City Manager; Michelle Schulz, Finance Director**  
**Submitted: June 4, 2025**  
**Subject: Motion – Receive and File the 2024 Retirement System Annual Report**

## **INTRODUCTION AND HISTORY**

In accordance with Public Act 202 of 2017, pension and retiree health care reports for retirement systems are required to be electronically filed with the Michigan Department of Treasury no later than six months after the end of the local unit of government's fiscal year. The unit must have submitted their most recent audited financial statements to Treasury prior to the submission of the annual retirement system report. Specific instructions provided by Treasury for both Pension and Retiree Health Care were followed and required utilization of the audited financial statements, actuarial reports, and trust investment reports.

Form 5572 is required to be submitted in the original excel file as provided for on the Treasury. Receipt of the form was confirmed by the Treasury on June 4, 2025. Further, instructions state compliance require:

"The local government shall also electronically submit the report to the governing body (e.g. Board/Council) of the local government. Formal vote of approval or governing body resolution is not required for this report."

Thus, a PDF copy of the submission is provided herein. The report must also be posted to the local unit's website. This has been completed. Any questions, charges, or deficiencies, if any, in the report will be communicated to staff after Treasury completes review. Should the report attached herein be modified, it will be resubmitted for receipt by the City Council at that time.

## **STAFF RECOMMENDATION**

Staff recommend City Council receive and file the submitted Retirement System Annual Report to comply with the notification requirement as required by Public Act 202 of 2017 as referenced above.

## **MOTION**

**Move to receive and file the 2024 Retirement System Annual Report.**

**I CONCUR:**

**THOMAS A. TANGHE, CITY MANAGER**

Enter Local Government Name	City of Auburn Hills	Instructions: For a list of detailed instructions on how to complete and submit this form, visit <a href="http://michigan.gov/LocalRetirementReporting">michigan.gov/LocalRetirementReporting</a> .
Enter Six-Digit Municode	632005	
Unit Type	City	
Fiscal Year End Month	December	
Fiscal Year (four-digit year only, e.g. 2019)	2024	
Contact Name (Chief Administrative Officer)	Michelle Schulz	Questions: For questions, please email <a href="mailto:LocalRetirementReporting@michigan.gov">LocalRetirementReporting@michigan.gov</a> . Return this original Excel file. Do not submit a scanned image or PDF.
Title if not CAO	Finance Director	
CAO (or designee) Email Address	<a href="mailto:mschulz@auburnhills.org">mschulz@auburnhills.org</a>	
Contact Telephone Number	248-364-6819	
Pension System Name (not division) 1	City of Auburn Hills Pension Plan	If your pension system is separated by divisions, you would only enter one system. For example, one could have different divisions of the same system for union and non-union employees. However, these would be only one system and should be reported as such on this form.
Pension System Name (not division) 2		
Pension System Name (not division) 3		
Pension System Name (not division) 4		
Pension System Name (not division) 5		

Line	Descriptive Information	Source of Data	System 1	System 2	System 3	System 4	System 5
1	Is this unit a primary government (County, Township, City, Village)?	Calculated	YES	YES	YES	YES	YES
2	Provide the name of your retirement pension system	Calculated from above	City of Auburn Hills Pension Plan				
3	Financial Information						
4	Enter retirement pension system's assets (system fiduciary net position ending)	Most Recent Audit Report	59,664,699				
5	Enter retirement pension system's liabilities (total pension liability ending)	Most Recent Audit Report	67,472,721				
6	Funded ratio	Calculated	88.4%				
7	Actuarially Determined Contribution (ADC)	Most Recent Audit Report	978,168				
8	Governmental Fund Revenues	Most Recent Audit Report	50,444,234				
9	All systems combined ADC/Governmental fund revenues	Calculated	1.9%				
10	Membership						
11	Indicate number of active members	Actuarial Funding Valuation used in Most Recent Audit Report	4				
12	Indicate number of inactive members	Actuarial Funding Valuation used in Most Recent Audit Report	5				
13	Indicate number of retirees and beneficiaries	Actuarial Funding Valuation used in Most Recent Audit Report	130				
14	Investment Performance						
15	Enter actual rate of return - prior 1-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	9.77%				
16	Enter actual rate of return - prior 5-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	6.70%				
17	Enter actual rate of return - prior 10-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	7.18%				
18	Actuarial Assumptions						
19	Actuarial assumed rate of investment return	Actuarial Funding Valuation used in Most Recent Audit Report	6.25%				
20	Amortization method utilized for funding the system's unfunded actuarial accrued liability, if any	Actuarial Funding Valuation used in Most Recent Audit Report	Level Dollar				
21	Amortization period utilized for funding the system's unfunded actuarial accrued liability, if any	Actuarial Funding Valuation used in Most Recent Audit Report	15				
22	Is each division within the system closed to new employees?	Actuarial Funding Valuation used in Most Recent Audit Report	Yes				
23	Uniform Assumptions						
24	Enter retirement pension system's actuarial value of assets using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	59,798,377				
25	Enter retirement pension system's actuarial accrued liabilities using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	68,170,128				
26	Funded ratio using uniform assumptions	Calculated	87.7%				
27	Actuarially Determined Contribution (ADC) using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	978,168				
28	All systems combined ADC/Governmental fund revenues	Calculated	1.9%				
29	Pension Trigger Summary						
30	Does this system trigger "underfunded status" as defined by PA 202 of 2017?	Primary government triggers: Less than 60% funded AND greater than 10% ADC/Governmental fund revenues. Non-Primary government triggers: Less than 60% funded	NO	NO	NO	NO	NO

Requirements (For your information, the following are requirements of P.A. 202 of 2017)

Local governments must post the current year report on their website or in a public place.

The local government must electronically submit the form to its governing body.

Local governments must have had an actuarial experience study conducted by the plan actuary for each retirement system at least every 5 years.

Local governments must have had a peer actuarial audit conducted by an actuary that is not the plan actuary OR replace the plan actuary at least every 8 years.

Enter Local Government Name	City of Auburn Hills	Instructions: For a list of detailed instructions on how to complete and submit this form, <a href="#">visit michigan.gov/LocalRetirementReporting</a> .
<a href="#">Enter Six-Digit Municode</a>	632005	
Unit Type	City	
Fiscal Year End Month	December	
Fiscal Year (four-digit year only, e.g. 2019)	2024	
Contact Name (Chief Administrative Officer)	Michelle Schulz	Questions: For questions, please email <a href="mailto:LocalRetirementReporting@michigan.gov">LocalRetirementReporting@michigan.gov</a> . Return this original Excel file. Do not submit a scanned image or PDF.
Title if not CAO	Finance Director	
CAO (or designee) Email Address	mschulz@auburnhills.org	
Contact Telephone Number		
OPEB System Name (not division) 1	City of Auburn Hills Retiree Health Care Fund	If your OPEB system is separated by divisions, you would only enter one system. For example, one could have different divisions of the same system for union and non-union employees. However, these would be only one system and should be reported as such on this form.
OPEB System Name (not division) 2		
OPEB System Name (not division) 3		
OPEB System Name (not division) 4		
OPEB System Name (not division) 5		

Line	Descriptive Information	Source of Data	System 1	System 2	System 3	System 4	System 5
1	Is this unit a primary government (County, Township, City, Village)?	Calculated	YES	YES	YES	YES	YES
2	Provide the name of your retirement health care system	Calculated from above	City of Auburn Hills Retiree Health Care				
3	Financial Information						
4	Enter retirement health care system's assets (system fiduciary net position ending)	Most Recent Audit Report	32,156,541				
5	Enter retirement health care system's liabilities (total OPEB liability)	Most Recent Audit Report	32,236,912				
6	Funded ratio	Calculated	99.8%				
7	Actuarially determined contribution (ADC)	Most Recent Audit Report	311,849				
7a	Do the financial statements include an ADC calculated in compliance with <a href="#">Numbered Letter 2018-3?</a>	Most Recent Audit Report	YES				
8	Governmental Fund Revenues	Most Recent Audit Report	50,444,234				
9	All systems combined ADC/Governmental fund revenues	Calculated	0.6%				
10	Membership						
11	Indicate number of active members	Actuarial Funding Valuation used in Most Recent Audit Report	54				
12	Indicate number of inactive members	Actuarial Funding Valuation used in Most Recent Audit Report	1				
13	Indicate number of retirees and beneficiaries	Actuarial Funding Valuation used in Most Recent Audit Report	107				
14	Provide the amount of premiums paid on behalf of the retirants	Most Recent Audit Report or Accounting Records	311,849				
15	Investment Performance						
16	Enter actual rate of return - prior 1-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	9.67%				
17	Enter actual rate of return - prior 5-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider	5.35%				
18	Enter actual rate of return - prior 10-year period	Actuarial Funding Valuation used in Most Recent Audit Report or System Investment Provider					
19	Actuarial Assumptions						
20	Assumed Rate of Investment Return	Actuarial Funding Valuation used in Most Recent Audit Report	6.25%				
21	Enter discount rate	Actuarial Funding Valuation used in Most Recent Audit Report	6.25%				
22	Amortization method utilized for funding the system's unfunded actuarial accrued liability, if any	Actuarial Funding Valuation used in Most Recent Audit Report	Level Dollar				
23	Amortization period utilized for funding the system's unfunded actuarial accrued liability, if any	Actuarial Funding Valuation used in Most Recent Audit Report	25				
24	Is each division within the system closed to new employees?	Actuarial Funding Valuation used in Most Recent Audit Report	Yes				
25	Health care inflation assumption for the next year	Actuarial Funding Valuation used in Most Recent Audit Report	5.90%				
26	Health care inflation assumption - Long-Term Trend Rate	Actuarial Funding Valuation used in Most Recent Audit Report	3.90%				
27	Uniform Assumptions						
28	Enter retirement health care system's actuarial value of assets using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	32,400,916				
29	Enter retirement health care system's actuarial accrued liabilities using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	32,271,000				
30	Funded ratio using uniform assumptions	Calculated	100.4%				
31	Actuarially Determined Contribution (ADC) using uniform assumptions	Actuarial Funding Valuation used in Most Recent Audit Report	396,213				
32	All systems combined ADC/Governmental fund revenues	Calculated	0.8%				
33	Summary Report						
34	Did the local government pay the retiree insurance premiums for the year?	Accounting Records	YES				
35	Did the local government pay the normal cost for employees hired after June 30, 2018?	Accounting Records	N/A				
36	Does this system trigger "underfunded status" as defined by PA 202 of 2017?	<b>Primary government triggers:</b> Less than 40% funded AND greater than 12% ARC/Governmental fund revenues. <b>Non-Primary government triggers:</b> Less than 40% funded	NO	NO	NO	NO	NO

<b>Requirements (For your information, the following are requirements of P.A. 202 of 2017)</b>
Local governments must post the current year report on their website or in a public place
The local government must electronically submit the form to its governing body.
Local governments must have had an actuarial experience study conducted by the plan actuary for each retirement system at least every 5 years
Local governments must have had a peer actuarial audit conducted by an actuary that is not the plan actuary OR replace the plan actuary at least every 8 years.



# CITY OF AUBURN HILLS CITY COUNCIL AGENDA

**MEETING DATE: JUNE 16, 2025**

**AGENDA ITEM NO 7C  
CITY MANAGER'S OFFICE**

**To:** Mayor and City Council  
**From:** Thomas A. Tanghe, City Manager; Brandon Skopek, Assistant City Manager; Lisa Passalacqua, Community Engagement Manager  
**Submitted:** June 11, 2025  
**Subject:** Motion – To enter into a service plan agreement for website hosting with WP Engine and award a contract to Inside Out for website maintenance

## **INTRODUCTION AND HISTORY**

As we anticipate the launch of the city's redesigned website, Inside Out, the website developer contracted for the city's website redesign, presented two hosting options. After a review of the two recommendations, which included an assessment from the City's IT Department, staff determined that WP Engine meets the needs for the city's website hosting.

WP Engine provides a plan that includes deployment, server configuration, management, and support of a virtual dedicated hosting solution for auburnhills.org. The plan also includes site monitoring, automatic plugin updates, automatic front-end optimization to improve page load speed, Global Edge Security (GES) to detect and block emerging threats, daily back-up of file system and database to an off-site location, and includes 1,000 GB of transferred data per month. The month-to-month cost for website hosting through WP Engine is \$850.

In addition, Inside Out will perform quarterly WordPress maintenance for the website, which includes syncing files to the development site, running updates for WordPress and plugins, conducting security scans and page speed tests, and ensuring Google Analytics and tracking codes are installed. The maintenance cost is \$500 per quarter, totaling \$2,000 annually. To summarize, the annual cost for website hosting through WP Engine is \$10,200 and the annual website maintenance costs from Inside Out are \$2,000. Both agreements and terms of service have been reviewed and approved by the City Attorney.

There is currently \$3,000 budgeted for website maintenance in the 2025 IT Department budget. Therefore, a budget amendment to increase appropriations by \$9,200 would be required. Future hosting and maintenance fees would be included in future budgets.

## **STAFF RECOMMENDATION**

Staff recommends that the City Council enter into a service plan agreement for website hosting with WP Engine, as well as award the website maintenance contract to Inside Out. Furthermore, staff recommends a budget amendment increasing appropriations in the 2025 IT Department by \$9,200 in account 101-228-732.000.

## **MOTION**

**Move to enter into a service plan agreement with WP Engine for website maintenance in an amount not to exceed \$10,200 for a one-year period and to award a contract for website maintenance to Inside Out in an amount not to exceed \$2,000. Also, approve a budget amendment to increase appropriations by \$9,200 in the 2025 IT Department budget. Furthermore, the City Manager is authorized to execute the professional services agreements on behalf of the City.**

I CONCUR:

A handwritten signature in black ink, appearing to read "Brandon Skopek". The signature is fluid and cursive, with the first name "Brandon" and last name "Skopek" clearly distinguishable.

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BRANDON SKOPEK, ASSISTANT CITY MANAGER

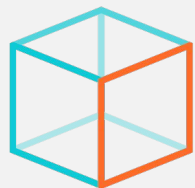


# WP Engine Recommendation

## Auburn Hills

Austin Nimnicht  
Agency Account Manager  
[austin.nimnicht@wpengine.com](mailto:austin.nimnicht@wpengine.com)

512-256-6841

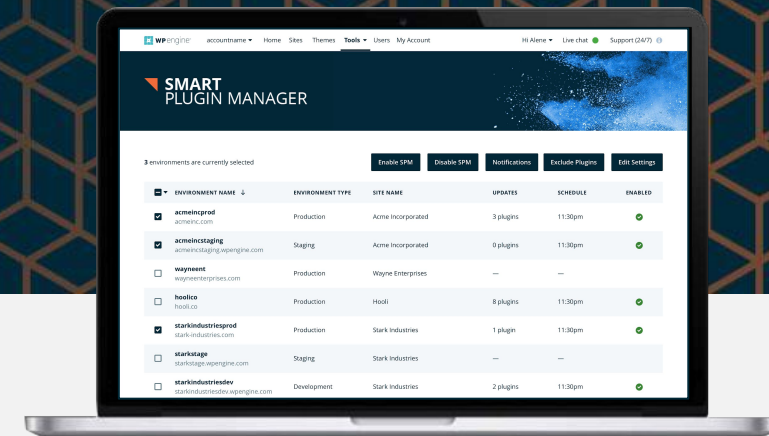


CREATIVE  
**AGILITY**

# Smart Plugin Manager

**Automate your biggest site management headache**

- Automatically updates plugins and themes
- Performs Visual Regression Tests (VRT) on sites to ensure site is working properly
- Sites rollback automatically if plugin or theme update fails VRT







## ACTIONABLE INTELLIGENCE

# Site Monitoring

Learn about site problems immediately and quickly resolve issues.

- **Monitor Website Status:** get immediate alerts when an issue is detected on your site.
- **Resolve Issues Faster:** leverage detailed access logs to pinpoint and fix website errors.
- **Effortlessly Configure Monitors:** add, remove, pause monitors for sites with a few clicks.

**Site monitoring**

#### licenses used  
## environments are being monitored

Sites on this page are monitored for **outages**. WP Engine will check (or ping) these sites once per minute to check for a response and measure the average time it takes a site to respond.

What to do if a site is down

Currently showing  
Last 24 hours Edit monitors

WP Engine status: Operating normally

ENVIRONMENT	STATUS	AVG RESPONSE TIME
PRD <a href="#">www.wwwwwwwwwww</a>	<span>✓</span> No current outages	321ms <a href="#">Access logs</a>
PRD <a href="#">siteone.wpengine.com</a>	<span>✓</span> No current outages	221ms <a href="#">Access logs</a>
PRD <a href="#">sitetwo.wpengine.com</a>	<span>✓</span> No current outages	300ms <a href="#">Access logs</a>
PRD <a href="#">sitethree.wpengine.com</a>	<span>✓</span> No current outages	176ms <a href="#">Access logs</a>
PRD <a href="#">sitefour.wpengine.com</a>	<span>✓</span> No current outages	250ms <a href="#">Access logs</a>
PRD <a href="#">sitefive</a>	<span>✓</span> No current outages	<a href="#">Access logs</a>



## Feature Deep Dive: Page Speed Boost

# Your best page speed in minutes.

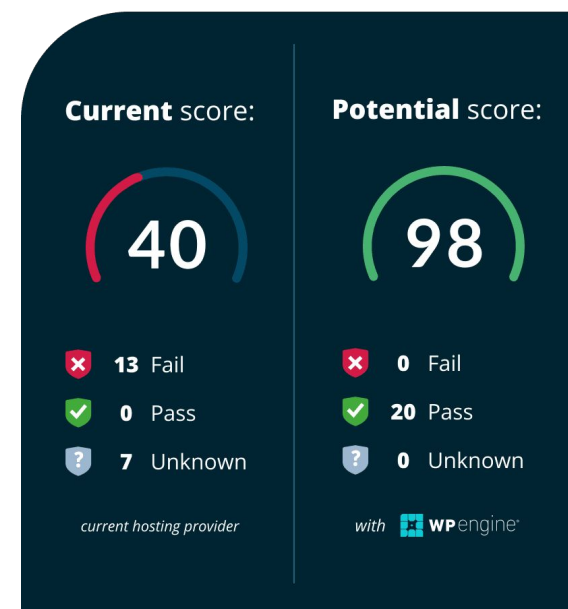
Enable 30+ code-level optimizations for Google's Page Speed metrics with no coding required.

**Unify your performance tooling in one place:** Holistic image optimization, code clean-up, and intelligent page load sequencing all managed from your WP Engine portal.

**One click, instant improvement:** Instant performance improvements with no code:

- ~30% increase in desktop speed score
- ~128% increase in mobile speed score.

**Deliver an elite user experience:** Load the most important elements of your site first so users can interact with your site right away.



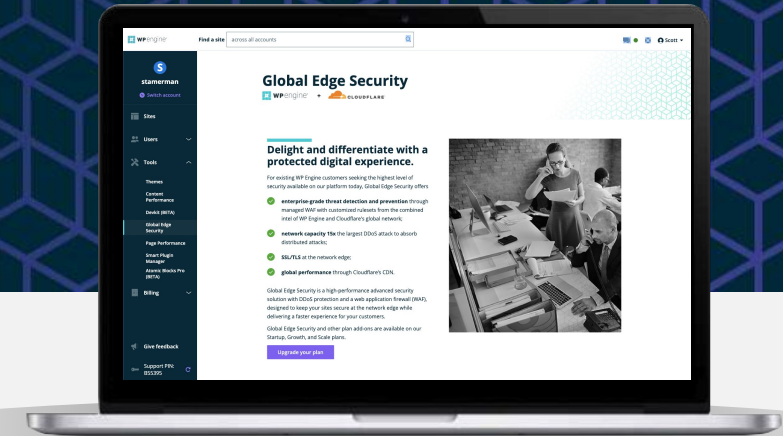


ENTERPRISE  
**PERFORMANCE**

# Global Edge Security

**Detect and block emerging threats at the edge.**

- Managed Web Application Firewall
- Advanced DDOS Mitigation
- Cloudflare CDN



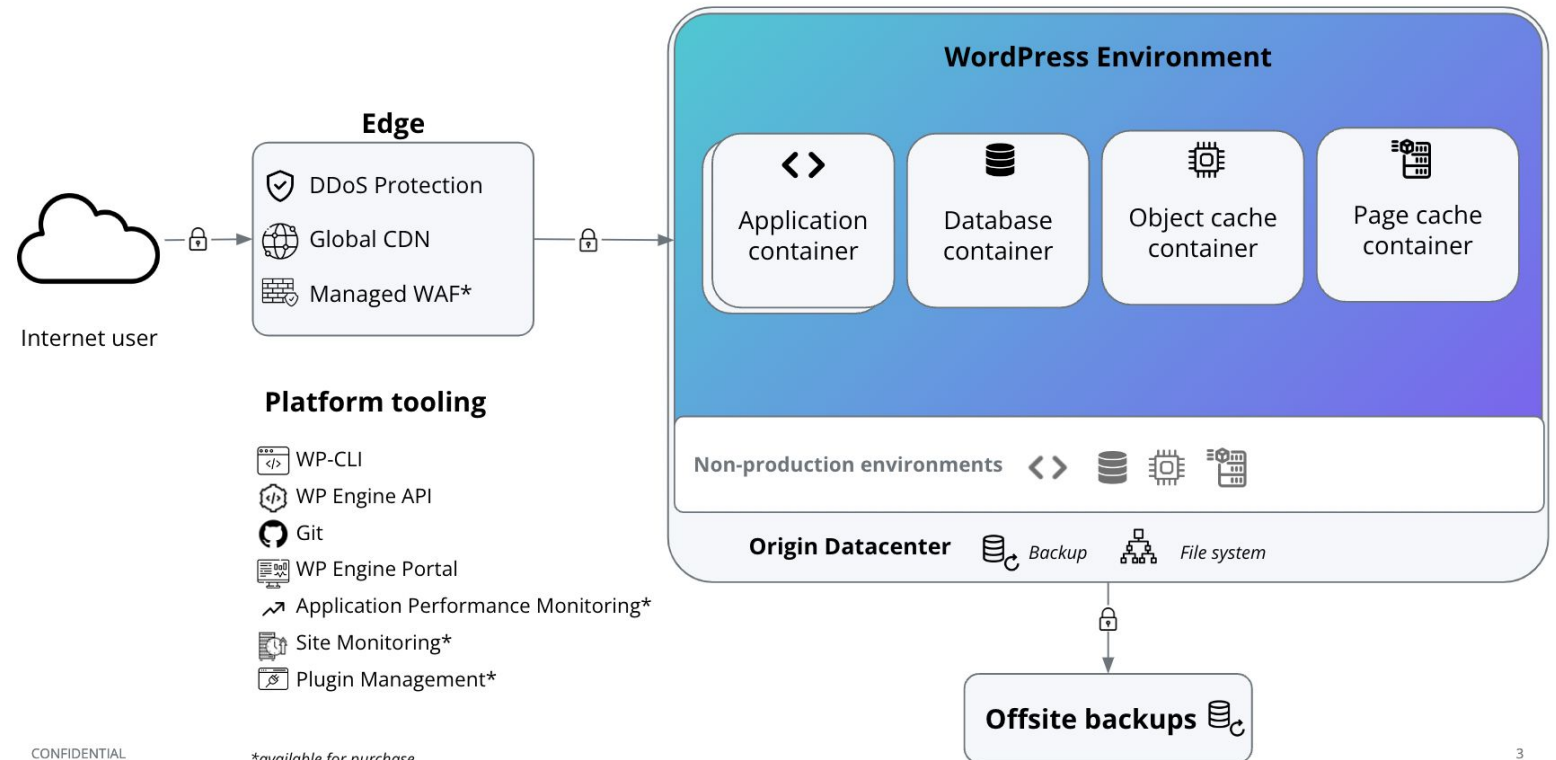
# Recommended Solution

- **Premium Environment with Isolated Resources**
- Compute Optimized Virtual Machines - Google Cloud
- **99.99% Uptime SLA**
- SOC 2 Compliant
- 24/7/365 Premium Support & Onboarding
- **Global Edge Security** (+\$250)

## Premium 1

- **\$850/month with GES**
- **No contract, month-to-month**
- **30 Day Cancellation Notice**

# Premium WordPress solution



# Recommended Solution

•**Effective Date:** The date your account is activated.

•**Initial Term:** NA

•**Billing Frequency:** Monthly

•**Standard Fees:** \$850.00 / month.

## Premium 1

- \$850/month with GES
- No contract, month-to-month
- 30 Day Cancellation Notice

**1. Production Environment:** Premium plan including deployment, configuration, management, and support of a virtual dedicated hosting solution for Customer's site(s) with 100 GB of storage and an estimated technical limit of up to 100 sites and 1 million aggregate visitors per month. Subject to our Enhanced SLA.

**2. Site Monitoring:** Integration with the WP Engine platform for 1 environment(s), which includes monitoring for site status (including uptime), average response time, access logs and alerts when a site outage is detected.

**3. Smart Plugin Manager (SPM):** Automatic plugin updates for 1 environment(s), which includes nightly checks, AI-driven visual regression testing, and support for official plugins and private repositories.

**4. Page Speed Boost:** 30+ automatic front-end optimizations for 1 site(s) to improve page load speed and Core Web Vitals - powered by NitroPack OneClick.

**5. Global Edge Security (GES):** Integration, platform optimization, and ongoing support for Cloudflare's Managed WAF, Advanced DDoS Mitigation, SSL/TLS, and CDN.

**6. Content Backups:** Daily back-up of file system and database to an off-site location.

**7. Content Delivery Network (CDN):** Includes 1,000 GB of transferred data per month. CDN usage in excess of your subscription will be billed monthly, in arrears, at a rate of \$0.12/GB.

Terms of Service which are located at <https://wpengine.com/legal/wpengine-terms-of-service/>.

# Onboarding: 6 stages to ensure customer success

1

## Kick-off



Activation  
link sent to Auburn  
Hills.

Upon activation,  
Onboarding process  
begins



Onboarding  
manager sets  
timeline with  
Customer

2

## Migration



Customer  
feels confident using  
our migration tools



Customer  
migrates copy of site  
to WPE

3

## Health Assessment



50+ point report  
on site health  
(pre-launch)

4

## Product Consultation



Call or video  
walkthrough of all  
products and features of  
WPE



Customer  
configures & leverages all  
products & add-ons they  
have purchased.

5

## Go Live



Customer is ready  
and repoints DNS

6

## Post-Launch Assessment



50+ point check  
and health assessment  
with live/real traffic

## WP ENGINE TERMS OF SERVICE

### 1. Agreement

- a. By clicking through these terms, or signing the Order to which they are attached, you are entering into an agreement with WP Engine to provide Services to you. That agreement between us is comprised of these Terms of Service, the Order to which they are attached or by which they are referenced, the SLA, AUP, DPA, and Privacy Policy which are referenced herein, and any other terms, exhibits, schedules, or addenda which are referenced by any of the preceding (collectively the “Agreement”). The Agreement sets forth the exclusive terms and conditions between the Parties and supersedes all previous proposals, agreements, negotiations, and other written or oral communications between the Parties with respect to the Services provided hereunder.
- b. If there is a conflict between the terms of the Agreement, the terms shall govern according to the following order of precedence: 1) the Order, 2) these Terms of Service, and 3) any terms incorporated by reference by either of the above. The substantive terms contained in your purchase order, order confirmation, notice of receipt, vendor registration portal, or any other transactional document, form, or notice provided by you shall be void and without effect, even where your customary business practices require a showing of assent to such terms by us such as by signature or reference in an invoice.
- c. We may update this Agreement from time to time; the current version may be found at <https://wpengine.com/legal/wpengine-terms-of-service/>. Significant changes will become effective 30 days after they are posted, except to the extent the changes are required by applicable law, in which case they will be effective immediately. We will provide at least 90 days’ advance notice for materially adverse changes to these Terms of Service by email to the account owner as designated in the User Portal; or notification in the User Portal. Your continued use of the Services following such updates constitutes your acceptance of the same. If you do not agree to the terms of any modification, you may terminate the Agreement in accordance with the Termination section below.

### 2. Services

- a. We will provide the Services in accordance with the terms of the Agreement and the SLA. You acknowledge that we may engage third parties to provide or enable elements of the Services, provided that we are responsible to you for the performance of such third parties as if we performed the Services ourselves. You shall use the Services solely for the intended purpose in accordance with the Agreement, including the AUP, and provide us with all information, assistance, and materials reasonably required for our ongoing provision of the Services.
- b. We will provide support to you through the standard means we make available to our customers (e.g. knowledgebase, forums, chat, ticket). Authorized Users seeking support must have a basic understanding of the systems and technology related to the Services.
- c. The scope of Services provided under the Agreement may be amended by any reasonable means showing mutual agreement between the Parties including click-through terms, email, support ticket, or your selections in the User Portal. Any associated fees will be clearly and conspicuously provided to you before you agree to any such change.
- d. From time to time, we may provide replacements for certain components of the Services or cease supporting them altogether. No such replacement or end of life shall constitute a breach of the Agreement.
- e. If you request or utilize any Beta Services, such Beta Services shall be provided on an AS-IS basis

with all faults. No SLA, indemnity, representation, or warranty shall apply to Beta Services. We reserve the right to terminate the Beta Services at any time and make no representation that Beta Services will be released into production.

### 3. Authorized Users

- a. You may designate a number of Authorized Users in the User Portal for the purpose of receiving support and making changes to your account. You are responsible for managing your Authorized Users and keeping them up-to-date. You authorize us to provide all applicable support and account information to your Authorized Users and to make modifications to the Services at their direction.
- b. You may only add, modify, or remove Authorized Users through the User Portal. We will not do so on your behalf, and we will only provide support, assistance, and information to your Authorized Users who can verify their identity through the User Portal. Notwithstanding the foregoing, if you pay for the Services with a credit or debit card, we may remove that card as a payment method at the request of any individual who is able to provide reasonably satisfactory evidence that he or she is the named individual on such credit or debit card.
- c. You will require your Authorized Users to abide by the terms of the Agreement, and you acknowledge and agree that you are fully responsible for the actions and omissions of your Authorized Users and for all costs, overages, or other liabilities incurred through your account except to the sole extent that any such use or liability is the result of our breach of the Agreement. An Authorized User, within the scope of permissions granted to such user in the User Portal, may make changes to the Services, and you agree to pay any Fees associated with such changes. You shall promptly notify us in the event that you become aware of any violation of the terms of the Agreement or any unauthorized use of the accounts of you or your Authorized Users.

### 4. Fees; Invoicing

- a. You agree to pay the Fees beginning on the Effective Date and according to the payment terms set out in the Order. If no payment terms are specified, Fees shall be due in full in advance, except for usage or overage fees which are invoiced monthly in arrears. If the Order sets any limit on your use of Services (such as number of visitors) and that limit is exceeded, you will be responsible for the applicable overages. You agree to pay any applicable taxes (excluding taxes on our income) which we are required to collect unless you provide us with a valid tax exemption certificate. If you elect to make any payment via wire or credit transfer, then you are responsible for any applicable transfer fees. Any applicable overages, taxes, or transfer fees will be added to the Fees. Fees applicable to any Renewal Term will be at our then-current rates, provided that we have notified you of any applicable increase prior to the date by which you may opt out of the renewal. Fees are payable in the currency specified in the Order and are not refundable except as expressly stated herein.
- b. **You agree to the issue and acceptance of invoices in electronic format. We will invoice you immediately upon execution of the Order and on each renewal date thereafter. Invoices will be sent to the billing contact you designate in the Order or the User Portal. If you elect to pay via credit or debit card, we will charge the provided credit or debit card immediately upon account activation and on each renewal date thereafter, up to one week prior to the due date. If you elect to pay by any other method, payments are due 30 days from your receipt of the applicable invoice.**
- c. It is your responsibility to maintain accurate and up-to-date billing details and ensure the Fees are paid by the due date. If you fail to maintain accurate and up-to-date billing details, your account may be suspended until such details are provided. If you are overdue on any Fees, we may: (i) charge a late fee on the unpaid balance at the lesser of 1.5% per month or the maximum lawful



rate permitted by applicable law, (ii) and suspend provision of the Services, and (iii) terminate the Agreement in accordance with Section 5(c) below. You will be responsible for any charges associated with our collection efforts related to unpaid Fees.

## 5. Term; Termination

- a. **In order to prevent any unintended Service interruptions this Agreement will automatically renew. The Agreement will renew for successive Renewal Terms each equal to the immediately preceding term unless a Party provides notification of its intent not to renew no later than 30 days (or, if applicable, no later than the shorter notice period as set forth in the User Portal) prior to the expiration of the then-current term.**
- b. Unless we mutually agree in writing, you may not terminate, cancel, downgrade, or otherwise change an Order prior to the end of the Term unless we materially breach the Agreement and fail to cure such breach within 30 days of your notice to us. Notwithstanding the above, in the event of your early termination all remaining fees payable under the Agreement will immediately become due.
- c. We may terminate the Agreement prior to the end of the Term: (i) if you materially breach the Agreement and fail to cure such breach within 10 days of our notice to you; (ii) if we reasonably believe that your use of the Services endangers or negatively affects our network or systems, violates the law, or interferes with our ability to provide services to our other customers; (iii) if you abuse, harass, or threaten any of our employees; (iv) if we provide you with at least 30 days notice; or (v) for any other cause stated herein. If we terminate for convenience, we will provide you with a prorated refund of any unused Fees paid annually in advance for Services beyond the date of termination and adjusted for any amounts which you may owe.
- d. Once your account has been terminated, you will no longer be able to receive support or access the User Portal, and we will not be able to assist you with any site migration tasks. It is your responsibility to maintain offline backups of your site at all times.

## 6. Proprietary Rights

- a. Customer Content is and remains your exclusive property, and we claim no rights whatsoever in the Customer Content except to the extent explicitly granted herein. For the Term of the Agreement, you hereby grant to us, our affiliates, providers of Third-Party Services, and subcontractors a non-exclusive, fully-paid, royalty-free, fully sub-licensable, transferable, worldwide license to use, modify, publicly perform, publicly display, reproduce, prepare derivative works of, and distribute the Customer Content (in whole or in part) solely and strictly to the extent required to provide the Services to you under the terms of the Agreement.
- b. We and our licensors own and shall continue to own all right, title, and interest in and to the Services and the systems and networks used to provide such Services, including all system-generated data (e.g. performance data), modifications, improvements, upgrades, derivative works, and all intellectual property rights in and to any of the foregoing. Except for the express rights granted herein, we do not grant any other licenses, express or implied, to any of our intellectual property including software, services, or products.
- c. We may solicit and you or your Authorized Users may provide feedback about the Services. If you or your Authorized Users provide feedback, you agree that such feedback is provided freely. Except to the limited extent such feedback contains any of your Confidential Information, we are free to use and disclose such feedback for any purpose without an accounting to you or any other person, and we shall own all right, title, and interest in and to such feedback along with any changes, modifications, or upgrades we make to our current products or services and any new products or services that we develop using the feedback you or your Authorized Users provide.



**7. Confidentiality.** Each Party agrees to preserve the confidential nature of the other Party's Confidential Information by retaining and using the Confidential Information in trust and confidence, solely for its use as permitted and in connection with the Agreement, and by using the same degree of protection that it uses to protect its own similar confidential information, which in no event shall be less than reasonable care. Notwithstanding the foregoing, either Party may disclose the other Party's Confidential Information to the limited extent such disclosure is required by law, legal process, or court order, including any requirement under applicable data privacy regulations that a notice of data breach be given to a supervisory authority or regulatory agency. Information disclosed for these reasons will not cease to be Confidential Information. To the extent practicable, a Party will provide prompt notice of any such required disclosure and shall cooperate with all reasonable efforts by the disclosing Party to minimize or exclude the Confidential Information from such disclosure. Upon termination or expiration of the Agreement for any reason, any license granted herein to use the Confidential Information shall terminate immediately, and each Party will either return or destroy any Confidential Information in its possession which belongs to the other Party, or it shall continue to protect the Confidential Information in accordance with the Agreement for as long as it is retained as part of that Party's customary business practices. Notwithstanding any other terms to the contrary herein, each Party will have the right to seek an injunction in any court of competent jurisdiction to prevent a breach or threatened breach of this Section.

**8. Security; Data Privacy**

- a. We will maintain commercially reasonable technical and operational measures designed to protect our internal networks from malicious activity and provide for the security and integrity thereof. You acknowledge that we are not responsible for any loss or harm suffered by you resulting from a security incident. You are responsible for determining whether the Services meet applicable regulatory standards and otherwise comply with your own security requirements. You agree to configure your use of the Services in such a way as to maintain the security of the Services and our network (e.g. by only uploading software that has been demonstrated to be secure, installing patches, and not sharing passwords).
- b. Should we determine that our network has been accessed in an unauthorized manner, and that unauthorized access impacts your Services, we agree to notify you as soon as reasonably practicable after we have investigated the unauthorized access and fulfilled our legal obligations. Likewise, you agree to notify us should you identify unauthorized access to the Services.
- c. We will adhere to the Privacy Policy and with the terms and obligations of the DPA throughout the term of the Agreement.

**9. Warranties.** Each Party represents and warrants that (i) it has the power, authority, and legal right to enter into the Agreement and perform the obligations and grant the licenses set out herein; and (ii) it will comply with all laws and regulations applicable to its performance under the Agreement.

**10. Indemnification.** You agree to indemnify, defend, and hold harmless WP Engine; its affiliates, subsidiaries, and vendors; and their respective officers, directors, agents, and employees from and against any and all liabilities, obligations, losses, damages, penalties, fines, amounts in interest, and other expenses (including reasonable attorney fees) in connection with a claim or demand brought by a third party related to your violation of the AUP. We reserve the right to control the defense of any indemnified matter under this Section and approve any proposed settlement. You will pay us the amounts due under this Section as they are incurred.

**11. Limitations**

- a. Although we may perform regular backups of your site and Customer Content (as described in the Order), we do not guarantee there will be no loss or corruption of data. Corrupt or invalid backup points may be caused by, among other things, content that is corrupted prior to being backed up or that changes during the time a backup is performed. We will provide support to you and attempt to troubleshoot any known or discovered issues that may affect your backups, but you acknowledge that

we have no liability related to the integrity of your backups or the failure to successfully restore your content to a usable state. You agree to maintain a complete and accurate copy of any Customer Content in a location independent of the Services.

- b. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WP ENGINE AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, UNINTERRUPTED OR ERROR FREE SERVICE, AVAILABILITY, ACCURACY, AND ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. OTHER THAN AS EXPRESSLY SET OUT IN THE AGREEMENT, THE SERVICES ARE PROVIDED AS-IS, AS AVAILABLE, AND WITH ALL FAULTS.
- c. IN NO EVENT SHALL OUR LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT FOR ANY REASON (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY) EXCEED IN THE AGGREGATE THE AMOUNT OF FEES PAID OR OWED BY YOU TO US IN THE 3 MONTHS PRECEDING THE CLAIM.
- d. IN NO EVENT SHALL WE OR OUR LICENSORS HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, NOR ANY COVER OR LOST PROFITS, HOWEVER CAUSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- e. THE SLA SETS OUT YOUR SOLE REMEDIES FOR DOWNTIME, UNAVAILABILITY, OR OTHER SLA FAILURES.
- f. The limitations in this Section 11 do not apply to the extent prohibited by applicable law or to your payment obligations for Services provided.

## **12. General Provisions**

- a. Assignment. Neither Party may assign the Agreement, in whole or in part, without the other Party's prior written consent except in connection with a merger, reorganization, sale of assets or similar transaction. In case of the latter, the assigning Party will provide notice as soon as reasonably practicable and without undue delay. Any purported assignment in violation of this Section shall be null and void. The Agreement shall be binding on all permitted successors and assigns.
- b. Force Majeure. We shall not be deemed to be in default of the Agreement, or to have breached any of its provisions, as a result of a delay, failure in performance, or interruption in the Services which result, either directly or indirectly, from any circumstances beyond our reasonable control including acts of god, acts of civil or military authority, civil disturbance, war, strikes, fire, laws, regulations, governmental acts, third-party network unavailability, and/or failure of telecommunication facilities.
- c. Governing Law and Venue. The Agreement is governed by the laws of the State of Texas, without regard to its choice of law statutes. Subject to Section 12(d), any disputes must be brought in the state or federal courts located in Travis County, Texas. No claim may be brought as a class or collective action and you may not actively assert a claim arising out of the Agreement as a member of a class or collective action. The United Nations Convention on the International Sale of Goods shall not govern the Agreement. EACH PARTY WAIVES ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF, OR RELATED TO, THE AGREEMENT.
- d. Arbitration. Both Parties agree that all disputes will be resolved by binding, individual arbitration under the American Arbitration Association's rules. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with this Agreement. WP Engine will pay all arbitration fees (excluding attorneys' fees) for

claims less than \$10,000. WP Engine will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous. You may opt out of this agreement to arbitrate. If you do so, neither Party may require the other to participate in an arbitration proceeding. To opt out, you must notify us in writing within 30 days of the date that you first became subject to this arbitration provision at the following address: WP Engine, Inc., Attn: Legal – Arbitration Opt-Out, 504 Lavaca St., Ste. 1000, Austin, TX 78701, or by an email to: [legal@wpengine.com](mailto:legal@wpengine.com). You must include your account name, contact address, and a clear statement that you wish to opt out of this arbitration agreement. If you choose to opt out, or if this Section is found to be unenforceable for any reason, disputes will be resolved as provided in the Agreement. This Section will be interpreted in accordance with the Federal Arbitration Act.

- e. **Notices.** Except as otherwise required herein, notices shall be effective when delivered, as indicated by a delivery receipt, or, in the case of notices delivered by post, 5 business days after being mailed to the designated address by first class mail. Notices to you shall be made to the address recorded in the User Portal, notification in the User Portal, or via email to an Authorized User. Notices to us should be delivered to: WP Engine, 504 Lavaca Street, Suite 1000, Austin, TX 78701, ATTN: Legal Department or by confirmed email to: [legal@wpengine.com](mailto:legal@wpengine.com).
- f. **Publicity.** The Parties may disclose that they have entered into a business relationship and may include the name and logo of the other Party in lists of their respective customers or vendors (as the case may be), subject to any provided usage guidelines with respect to a Party's trademarks and so long as neither Party mischaracterizes the nature of the actual relationship between them. Any other use of a Party's name, logo, or other trademarks or service marks shall require prior written consent. Specifically, and without limiting the generality of the foregoing, neither Party may disclose or advertise any other details of the Agreement or use the name, logo, or trademarks of the other Party in connection with a product or service based upon or similar to a product or service that Party offers. Neither Party may hold itself out as a reseller or a partner of the other, or any other similar designation, unless granted such license or authority under a separately executed agreement.
- g. **Severability.** Any provision in the Agreement that is held to be illegal or unenforceable in any jurisdiction shall be effective only up to the extent of such illegality or unenforceability, if possible, and shall not invalidate the remaining provisions of the paragraph or the Agreement. To the largest extent possible, the illegal or unenforceable provision shall be restated to reflect the Parties' intent.
- h. **Survival.** Any provision of the Agreement that contemplates performance or observance subsequent to termination or expiration of the Agreement (including, without limitation, confidentiality, limitation of liability, and indemnification) survive termination or expiration and continue in full force and effect.
- i. **Third-Party Beneficiaries; Relationships.** There are no third-party beneficiaries to the Agreement. Nothing contained in the Agreement shall be deemed or construed as creating a joint venture or partnership between the Parties hereto. No Party is by virtue of the Agreement authorized as an agent, employee, or legal representative of any other Party. Neither Party has the authority to make any representations, claims, or warranties of any kind on behalf of the other Party, nor on behalf of that Party's affiliates, agents, subcontractors, licensors, or third-party suppliers.
- j. **Waiver.** If one Party fails to exercise, or delays exercising, any right, remedy or power set out in the Agreement, this shall not operate as a waiver of that right, remedy or power, whether under the Agreement or at law or equity.

### **13. Definitions**

- a. "Agreement" has the meaning provided in Section 1(a).
- b. "AUP" means the Acceptable Use Policy located at <https://wpengine.com/legal/aup/> as it may be updated by us from time to time.

- c. “Authorized User” means a user whom you have authorized to access and manage your account through the User Portal.
- d. “Beta Services” means any services which are clearly and conspicuously designated by us as Beta Services. Beta Services may be in early stages of testing or development, are not recommended for production use, and are subject to additional disclaimers and limitations as described in the Agreement.
- e. “Confidential Information” means information disclosed by one Party to the other, directly or indirectly, in writing, orally, or by inspection of tangible objects, that should be reasonably understood to be confidential by its particular identification or designation, the circumstances of its disclosure, or the nature of the information itself. Confidential Information does not include information which, at such time: (i) is generally known or available to the public without breach of the Agreement by the receiving Party; (ii) is rightfully disclosed to the receiving Party without restriction as to further use or disclosure; or (iii) is independently developed by the receiving Party without use of or reference to the disclosing Party’s Confidential Information, as shown by documents and other competent evidence in the receiving Party’s possession. Confidential Information is and shall remain the property of the disclosing Party (or its licensors, as applicable), and no rights are granted to the Confidential Information other than those rights expressly granted in the Agreement.
- f. “Customer,” “you,” or “your” means the entity entering into this Agreement with WP Engine upon the actions taken by its authorized representative.
- g. “Customer Content” means the text files, images, photos, videos, sounds, or other materials or works of authorship belonging to you or your end users that you cause to be stored within the Services, excluding Account Information.
- h. “Account Information” means the information about your account or your Authorized Users which is required by us in order to provide the Services to you including account settings and billing data.
- i. “DPA” means the Data Privacy Addendum located at <https://wpengine.com/legal/dpa/> as it may be updated by us from time to time.
- j. “Effective Date” means the date your account is activated or in the instance of a Renewal Term the effective date stated on the Order.
- k. “Initial Term” means the term stated in the Order.
- l. “Order” means the order form or online transaction which describes the Services and incorporates these Terms of Service.
- m. “Party” means either Customer or WP Engine; “Parties” means both Customer and WP Engine.
- n. “Privacy Policy” means the policy located at <https://wpengine.com/legal/privacy/> as it may be updated from time to time.
- o. “Renewal Term” means any successive term after the Initial Term.
- p. “Services” means the hosting, support, and other related services we provide to you as described in the Order.
- q. “SLA” means the Service Level Agreement located at <https://wpengine.com/legal/sla/> as it may be updated by us from time to time.
- r. “Term” means the entirety of the Initial Term and all Renewal Terms.



- s. "Third-Party Services" means certain third-party products or services which are not sold or licensed by us but which are made available for you, in your sole discretion, to enable or integrate with the Services (e.g. third-party themes and plugins available through the WordPress administrative portal). We maintain no control over and disclaim any and all liability for Third Party Services, even where we may have provided limited support or advice to you in relation to such services. Such support and advice are provided in good faith, AS-IS and AS-AVAILABLE, and solely for your convenience.
- t. "User Portal" means the web site located at <https://my.wpengine.com/> which we make available to our customers for the purpose of managing their account and the Services.
- u. "WP Engine," "we," or "our" means WPEngine, Inc., a Delaware corporation located at 504 Lavaca St., Ste. 1000, Austin, Texas 78701.



# City of Auburn Hills Annual Website Maintenance

Project proposal: City of Auburn Hills Annual Website  
Maintenance

Client: City of Auburn Hills

Delivered on: Not yet submitted

Submitted by: Ian Gray

# Maintenance Overview

Website maintenance contract for <https://www.auburnhills.org/>

## Scope of Work

- WordPress Maintenance
  - Frequency: Quarterly
  - Backup website of the live site, sync data and files to Development site
  - Run WordPress Updates and Plugin Updates
  - Conduct Security Scan
  - Conduct Page Speed test
  - Ensure Google Analytics and tracking codes are installed
  - Supply paperwork to Client contact for review of development site and approval to conduct maintenance on the live site
    - 5 business day approval window, if there isn't a response from the contact we will conduct the maintenance on the live site
  - Provide final paperwork of updates to Live site to the contact
  - Make recommendations, handle minor edits to site based on maintenance updates

## Client Responsibilities

- Review and approve paperwork
- Supply access to Server/Hosting

## Programming Fees

Any additional programming requests not outlined in this document will be billed at \$150/hour and will be executed upon proper approval before proceeding. Website requests will generally take 2 business days or more to complete.

# Estimate Budget

Below is the budget we've estimated based on the scope of services outlined earlier in this proposal. If you have any questions about our pricing or need to increase or decrease the scope of work, please leave a comment and let us know.

## CORE BUDGET

Description	Price	Qty	Price
<b>Website Maintenance - Quarterly - Ongoing until cancelled</b>	\$500	4	\$2,000
Total			\$2,000

## PAYMENT SCHEDULE

Invoiced in the month maintenance was completed  
All payments are due within 30 days of invoicing.

## ASSUMPTIONS

Pricing does not include search engine marketing. Final content creation costs may change based on final scope and will be determined during the define phase. All costs are not-to-exceed prices based on our current understanding of the project.

## CHANGE ORDERS

Should change orders be issued during the project, the hours and costs will be invoiced upon receiving a signed change order from the client. Please note that change order hours and costs are separate from those that have been detailed in the cost estimate found in this document.

## PROGRAMMING FEES

Any additional programming requests not outlined in this document will be billed at \$150/hour and will be executed upon proper approval before proceeding.



# Why InsideOut?

At InsideOut Design + Development, we're all about the balance of a website that not only looks great but works to meet your goals. We design simple, compelling, and functional websites that make it easy for users to quickly find exactly what they're looking for when they arrive at your site and then convert.

We do this by listening to you, understanding your target audience, and putting our extensive online knowledge to work on a plan that will improve your business goals and change the way you think about the potential of the internet.

## Our Team

Ian Gray - Principal/Development Lead

Justin Silles - Account/Project Manager

Andrew Vickerman - Lead Developer

Rob Benz - Lead Developer

Brittany Stafford - Front End Developer

Nathan Wilson - Front End Developer



## What We Do Best

- Custom web sites using WordPress
- Shopify E-commerce
- Custom integrations with CRM, ERP, APIs, e-commerce and other platforms.
- Responsive website development
- ADA Accessibility Compliance
- User Experience
- Quality assurance testing

# Statement of Work & Contract

Date: Not yet submitted

Between "us", InsideOut Design + Development, and "you", City of Auburn Hills

You City of Auburn Hills, located at are hiring InsideOut Design + Development located at 316 East 3rd Street to maintain the website server and quarterly maintenance for the estimated total price of \$2,000.00 as outlined in our previous correspondence.

## 1.0 Services Rendered

### **DESIGN**

We create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. We create designs iteratively and use predominantly HTML and CSS so we won't waste time mocking up every template as a static visual. We may use static visuals to indicate a look-and-feel direction (color, texture and typography.)

You'll have two or more weekly opportunities to review our work and provide feedback. If, at any stage, you're not happy with the direction our work is taking, you will pay us in full for everything we've produced up to that point and then cancel this contract.

### **TEXT CONTENT**

Writing text copy is not included in this contract. If you'd like us to write new content for you, we're happy to provide a separate estimate for that.

### **PHOTOGRAPHS**

You'll need to supply graphic files to us in an editable, vector digital format. Photographs must be in a high resolution digital format. If you choose to buy stock photographs, we can suggest stock libraries and style of photography/images. If you'd like us to search for photographs for you, we can provide a separate estimate for that. Cost of buying stock photographs or a photo shoot is not included in this contract.

### **BROWSER TESTING**

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

### **DESKTOP BROWSER TESTING**

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft Edge, and Mozilla Firefox. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

## **MOBILE BROWSER TESTING**

Testing popular small-screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they're using. We test our work in:

- iOS: Safari
- Android: Google Chrome

We currently don't test other browsers not natively installed on devices, Blackberry OS, Opera Mobile, Symbian or other mobile browsers. If you need us to test using these, we can provide a separate estimate for that.

## **TECHNICAL SUPPORT**

We're not a website hosting company so we don't offer support for website hosting, email or other services relating to hosting. You may already have professional hosting and you might even manage that hosting in-house; if you do, great. If you don't, we can set up an account for you at one of our preferred hosting providers. We can set up your site on a server, plus any statistics software such as Google Analytics and we can provide a separate estimate for that. After that, any updates to, and management of that server will be up to you.

## **CHANGES AND REVISIONS**

Any changes to the project not in this proposal will have a separate quote, with costs associated with the changes and will need the Client's approval prior to commencement of work. The following are examples of changes to the project scope that will allow the opportunity to issue a Change Order in additional costs and project schedule changes.

### **Change Order Triggers**

- Upon final Project Requirements and Discovery
- Upon any notification of Project scope changes not outlined in this document
- Upon Design handoff, if any new features, requirements, and/or design features are added to the Project Scope
- Any changes major change to pages or code already completed

## **ERRORS**

We can't guarantee that our work will be error-free so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them.

## GO-LIVE SUPPORT

Once the changes are implemented and in production, support will be available to investigate issues or bugs. A report of the findings will be sent to the client's main contact. A determination will be made to classify the issue as a syntax bug or a logic bug and then cross referenced to this proposal or any Change Management documents. If an issue is a program error within the documented scope there will be no charge to fix the issue. If the issue is due a scope change or logic change not documented then there will be a cost associated with the fix. **A period of 30 days post launch for any coding/syntax issues will be fixed with no additional charge. Logic changes, omissions from original scope will be estimated for approval before work resumes.**

## 2.0 Mutual Cooperation

We agree to use our best efforts to fulfill and exceed your expectations on the deliverables listed above. You agree to aid us in doing so by making available to us needed information pertaining to your website and to cooperate with us in expediting the work.

## 3.0 Charges for Services Performed

3.1 Functionality or feature requests above and beyond those listed in the budget and/or the functionality specs may be considered out-of-scope and an amendment to the budget will be recommended. Projects that go dormant for longer than 45 days will incur a fee to resume work at the discretion of InsideOut Design + Development. Dormant is defined as no communication or response from the client to email or phone calls about the project status.

## 4.0 Terms of Payment

### 4.1 BILLING SCHEDULE

We're sure you understand how important it is as a small business that you pay the invoices that we send you promptly. We're also sure you'll want to maintain a positive working relationship and keep the project moving forward, so you agree to stick tight to the following payment schedule.

The total budget for this project: \$2,000.00

Payment Schedule:

- Invoiced in the month maintenance was completed which is Quarterly
- Approved hourly work on the server will be invoiced in the month work was performed

- Terms are 30 days from invoice date.

City of Auburn Hills will supply InsideOut Design + Development with all necessary purchase order numbers and other internal information required for invoice processing before the close of the month of work (if applicable).

## **4.2 LATE PAYMENT**

We ask that you pay your invoice by the due date provided, typically **30 day** terms. In the event you cannot, please communicate your timing immediately. If no other arrangements are made with us, and the payments pass 30 days overdue, you will be reminded to pay the full balance owed. In the case of 45 days overdue, all work will be suspended and the collections process will begin.

## **4.3 CLIENT AGREEMENT TO PAY**

In the event that we incur legal fees, costs and disbursements in an effort to collect our invoices, in addition to **5%** interest on the unpaid balance, you agree to reimburse us for these expenses.

## **5.0 Cancellation of Plans**

You have the right to modify, reject, cancel or stop any and all plans or work in process. However, you agree to reimburse us for all costs and expenses we incurred prior to your change in instructions, and which relate to non-cancelable commitments, and to defend, indemnify and hold us harmless for any liability relating to such action. We agree to use our best efforts to minimize such costs and expenses.

## **6.0 Responsibilities of InsideOut Design + Development and City of Auburn Hills**

### **6.1 INSIDEOUT DESIGN + DEVELOPMENT'S RESPONSIBILITY FOR RELEASES**

We shall obtain releases, licenses, permits or other authorization to use testimonials, copyrighted materials, photographs, art work or any other property or rights belonging to third parties obtained by us for use in performing services for you (If applicable).

### **6.2 CLIENT RESPONSIBILITY FOR RELEASES**

You guarantee that all elements of text, images, or other art work you provide are either owned by your good selves, or that you have permission to use them.

Then when your final payment has cleared, copyright will be automatically assigned as follows:

You'll own the visual elements that we create for this project. We'll give you source files and finished files and you should keep them somewhere safe as we're not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

You'll own the visual elements that we create for this project. We'll give you source files and finished files and you should keep them somewhere safe as we're not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

We'll own the unique combination of these elements that constitutes a complete design and we'll license that to you, exclusively and in perpetuity for this project only, unless we agree otherwise. We can provide a separate estimate for that.

### **6.3 CLIENT RESPONSIBILITY FOR ACCURACY**

You shall be responsible for the accuracy, completeness and propriety of information concerning your products and services which you furnish to us verbally or in writing in connection with the performance of this Agreement.

## **7.0 Confidentiality**

InsideOut Design + Development acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by InsideOut Design + Development on behalf of City of Auburn Hills or disclosed by City of Auburn Hills to InsideOut Design + Development.

## **8.0 Term and Termination**

### **8.1 Period of Agreement and Notice of Termination**

This Agreement shall become effective as of Not yet accepted and shall continue until terminated by either party upon not less than 60 days' notice in writing given by either party to the other. Either party shall be entitle to terminate this Agreement at any time for any reason upon providing 60 days' written notice to the other party.

### **8.2 TERMINATION FOR CAUSE**

Either party to this Agreement may terminate the Agreement if the other party defaults in the performance of any of its material duties and obligations and the default is not cured within thirty (30) days of the receipt of notice of said default, or if the default is not reasonably curable within said period of time, unless the defaulting party commences cure within said period of time and diligently proceeds to cure the default.

In addition, either party may immediately terminate this Agreement by giving written notice to the other party if the other party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction, if the other party makes an assignment for the benefit of creditors, if a trustee, or similar agent is appointed with respect to any property or business of the other party, or in the case of the Client, if the Client materially breaches its obligations to make payment pursuant to this Agreement.

### **8.3 PAYMENT FOR NON-CANCELABLE MATERIALS?**

Any non-cancelable materials, services, etc., we have properly committed ourselves to purchase for your account, (either specifically or as part of a plan such as modules, photography and/or external services) shall be paid for by you, in accordance with the provisions of this Agreement. We agree to use our best efforts to minimize such liabilities immediately upon written notification from you. We will provide written proof, upon request of the City of Auburn Hills, that any such materials and services, are non cancelable.

### **8.4 MATERIALS UNPAID FOR**

Upon termination of this agreement, provided that there is no outstanding indebtedness then owing by City of Auburn Hills to InsideOut Design + Development, InsideOut Design + Development shall transfer, assign and make available to City of Auburn Hills all property and materials in its possession or control belonging to City of Auburn Hills. City of Auburn Hills agrees to pay for all costs associated with the transfer of materials.

## **9.0 General Provisions**

### **9.1 GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of Michigan.

### **9.2 REPRESENTATIONS AND WARRANTIES**

The parties each individually represent and warrant that each has full power and authority to enter into this Agreement and to perform all of their obligations hereunder without violating the legal or equitable rights of any third party.

### **9.3 ENTIRE AGREEMENT**

Except as otherwise set forth or referred to in this Agreement, this Agreement constitutes the sole and entire Agreement and understanding between the parties hereto as to the subject matter hereof, and supersedes all prior discussions, agreements and understandings of every kind and nature between them as to such subject matter.

### **9.4 SEVERABILITY**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. In such instance, this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect.

# NEXT STEPS

1. Please read the contract on the previous page to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
2. If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.
3. Once you feel confident about everything and are ready to move forward, please click the 'sign here' button below.
4. Sign in the box that pops up to make the acceptance official.
5. Once we receive notification of your acceptance, we'll contact you shortly to sort out next steps and get the project rolling.
6. We'll email you a separate copy of the signed contract for your records.
7. If you'd like to speak to us by phone, don't hesitate to call +12484089048

*Thomas A. Tanghe, to accept this contract, click the Accept button and sign at the prompt. You will be emailed a copy for your records*

 SIGNATURE  
Ian Gray

---

Ian Gray

 SIGNATURE  
Thomas A. Tanghe

---

Thomas A. Tanghe  
City Manager  
City of Auburn Hills





# CITY OF AUBURN HILLS

## CITY COUNCIL AGENDA

MEETING DATE: JUNE 16, 2025

AGENDA ITEM NO 9A

DEPARTMENT OF PUBLIC WORKS

**To:** Mayor and City Council  
**From:** Thomas A. Tanghe, City Manager; Jason Hefner, Manager of Fleet & Roads  
**Submitted:** June 10, 2025  
**Subject:** Motion – Award the 2025 Concrete Maintenance Program Construction Contract, Construction Engineering/Observation and Contract Administration Services to OHM Advisors, and Material Testing Services to G2 Consulting

### INTRODUCTION AND HISTORY

Included in the 2025 Capital Plan for the Department of Public Works is N Squirrel Road concrete panel repair and city-wide sidewalk maintenance. The current construction of North Squirrel Road between Walton Boulevard and Featherstone Road was completed from 2009 to 2010 and included a crack and seat of the current roadway, the application of an asphalt binder, and 5 inches of concrete. Since that time, every four to five years, maintenance is completed on broken panels. Initially, maintenance was to occur in 2024 but the concrete industry was having issues with scaling on the surface of their product due to a new mix. Staff delayed the maintenance a year to ensure that we would not have the same issues. Full reconstruction of the roadway is estimated at \$20 million for the entire two-mile stretch. Because of the large estimate, the performance of this maintenance is a cost-effective way to maintain the roadway.

OCG Companies LLC out of Bloomfield Township, Michigan is the lowest bidder for this project. Their company has over 25 years of experience in surface restoration, and they have completed over 25,000 restoration jobs for major businesses such as DTE Gas. In addition, a meeting was held with representatives from OCG Companies, City DPW, and OHM to discuss their experience and approach to the project. Based on their qualifications, previous references, and meeting on the project, we would recommend that City Council award this contract to OCG Companies LLC in the amount of \$1,188,746.98 per the unit prices listed on the bid. The amount entered in the bid for Crew Days (\$54,600) are not included in the recommended award amount as these are not part of payments made to the Contractor, but these amounts are included in the total for determining the lowest bid.

OHM Advisors serves as the City Engineer and provides engineering, observation, and contract administration for all the City's infrastructure capital projects. Their Scope of Services is attached as Exhibit 1 and includes G2 Consulting Group's estimate for material testing services. The total breakdown is included in the following chart:

	Construction Contract	CE/CA Services	Crew Days (Observation)	Testing Services	Totals
N Squirrel Maintenance	\$504,974.37	\$30,000	\$30,420	\$10,100	\$575,494.37
Bloomfield Village Sidewalk	\$36,938.34	\$4,700	\$5,460	\$1,500	\$48,598.34
Bloomfield Orchards Sidewalk	\$581,262.57	\$29,000	\$13,260	\$11,700	\$635,222.57
Misc. Concrete Repairs	\$65,571.70	\$5,300	\$5,460	\$2,700	\$79,031.70
Totals	\$1,188,746.98	\$69,000	\$54,600	\$26,000	\$1,338,346.98

Currently budgeted is \$1,000,000.00 for the N Squirrel Road Maintenance (202-452-935.000-N.SQUIRRELRD), \$50,000 for local streets sidewalk maintenance(203-453-937.003), \$100,000 for major streets sidewalk maintenance (202-452-937.003), and \$100,000 in local streets pathway maintenance (203-453-937.001). The miscellaneous concrete repairs were not budgeted as they involve damage to local streets curbs and a couple minor

concrete upgrades at DPW to repair current damage and prevent future damage. Since the sidewalk and concrete maintenance items are over budget, staff recommend the following amendments:

Budget Line	Change
202-452-935.000-N.SQUIRRELRD	-\$400,000.00
202-452-937.003	-\$100,000.00
203-453-937.001	-\$100,000.00
203-453-937.003	+\$634,000.00
203-453-935.000	+ \$79,301.70
Total:	+\$113,301.70

#### **STAFF RECOMMENDATION**

Staff recommend the above budget amendments, award of the 2025 Concrete Maintenance Program construction contract to OCG Companies LLC, Construction Engineering/Observation and Contract Administration Services to OHM Advisors, Material Testing Services to G2 Consulting Group for an estimated total cost of \$1,338,346.98 to be paid as follows:

202-452-935.000-N.SQUIRRELRD	\$575,494.37
203-453-937.003	\$683,820.91
203-453-935.000	\$79,301.70

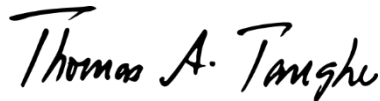
#### **MOTION**

**Move to approve the budget amendments listed in the body of the memo totaling \$113,301.70 and to award the 2025 Concrete Maintenance Program construction contract to OCG Companies LLC, Construction Engineering/Observation and Contract Administration Services to OHM Advisors, and Material Testing Services to G2 Consulting Group for an estimated total cost of \$1,338,346.98**

#### **EXHIBITS**

Exhibit 1 – OHM Scope of Services

I CONCUR:



THOMAS A. TANGHE, CITY MANAGER



June 11, 2025

Mr. Stephen Baldante  
Director of Public Works  
City of Auburn Hills  
1500 Brown Road  
Auburn Hills, Michigan 48326

RE: **2025 Concrete Maintenance**  
Scope of Construction Services

Dear Mr. Baldante:

Outlined below is a Scope of Work for construction services to be provided by OHM Advisors for the above referenced project.

## **PROJECT UNDERSTANDING**

It is our understanding that the City of Auburn Hills plans to move forward with the construction phase of the 2025 Concrete Maintenance project for which bids were received on Thursday, May 29, 2025. The proposed project consists of concrete overlay patching on Squirrel Road from Featherstone Road to Walton Boulevard, sidewalk repairs along Bloomfield Village Boulevard and in the Bloomfield Orchards subdivision, and miscellaneous sidewalk and curb repairs located around the City.

## **SCOPE OF SERVICE**

### **Construction Engineering / Observation**

Under this task the project team will observe the construction efforts on the project and assist with any necessary field changes to successfully complete the work. Specific work efforts include:

- ▶ Provide daily observation of the project when construction work is occurring to verify that materials, installation, and construction methods used are in conformance with the project plans and specifications as well as applicable standards. Full-time observation will be provided for all roadway and utility construction.
- ▶ Produce daily field reports to document construction activities and record quantities of contract pay items.
- ▶ Prepare and provide the Contractor with a list of required submittals and review shop drawings, construction schedules, materials certifications, and other submittals.
- ▶ Address Contractor's construction concerns and resolve conflicts with the executed contract specifications.
- ▶ Arrange and attend regularly scheduled progress meetings during the construction phase. It is anticipated that meetings will be held biweekly during the active construction period.
- ▶ Coordinate with the materials testing consultant on material related items.
- ▶ Coordinate with the property owners and other stakeholders in the construction area regarding access, traffic staging, schedule, and other pertinent items for the duration of the project.
- ▶ Prepare and deliver record (As-Built) plans that include the constructed location of all installed underground utilities. Record plans will be delivered electronically in PDF format.



## **Contract Administration**

Under this task, the project team will complete services necessary to administer the contract. Specific work efforts include:

- Coordination with the Contractor and City to execute the contract documents.
- Arrange and attend one (1) pre-construction meeting prior to the start of the project.
- Provide two (2) signed copies of the contract documents to the City, one (1) to the Clerk's office and one (1) to the DPW.
- Review Contractor's progress on the project to ensure that the work is in compliance with the proposed schedule.
- Prepare monthly construction pay estimates and process contract change orders (if required).
- Review construction claims and coordinate claim resolution with Contractor and City (if required).
- Request and collect Contractor's declaration, contractor's affidavit, waivers from major suppliers and subcontractors, release of surety, and release from other public agencies for which permits have been obtained under this contract.

## **Crew Days (Construction Observation)**

This project contract includes a line item for Crew Days in Contractor's bid. This item is for construction observation required for the Contractor's operations. OHM will provide daily observation of work under this Crew Day item. Full-time inspection will be provided for all construction operations as indicated in the contract specifications for Crew Days. The Contractor has included the Crew Day amount in their bid based on their anticipated schedule for the project.

## **SCHEDULE**

Based on the Council meeting schedule, we anticipate that the project award will be approved at the June 16<sup>th</sup> City Council meeting. Construction on the project is anticipated to begin in early July. The project is expected to be substantially completed by November of this year.

## **COMPENSATION**

The construction engineering and contract administration outlined above will be performed on an hourly basis for the not-to-exceed amount of sixty-nine thousand dollars (\$69,000.00). The construction observation as Crew Days will be performed on a per day basis for the amount of fifty-four thousand and six hundred dollars (\$54,600.00), which is based on the amount bid by the Contractor for this item. The City will be invoiced for services on a monthly basis. The estimated budget breakdown is as follows:

	Construction Engineering	Contract Administration	Crew Days (Observation)	Total
Squirrel Road	\$16,000	\$14,000	\$30,420	<b>\$60,420</b>
Bloomfield Village Blvd	\$2,700	\$2,000	\$5,460	<b>\$10,160</b>
Bloomfield Orchards Sub	\$16,000	\$13,000	\$13,260	<b>\$42,260</b>
DPW & Misc Repairs	\$2,800	\$2,500	\$5,460	<b>\$10,760</b>
Total	\$37,500	\$31,500	\$54,600	<b>\$123,600</b>

Materials Testing Services Estimate (G2) \$ 26,000



## FURTHER CLARIFICATIONS AND ASSUMPTIONS

The above-listed scope of services was prepared with the following assumptions:

- Materials testing services will be provided by G2 Consulting Group under a separate contract and are not included in this scope of services. The estimated amount for this service is indicated above.
- The City will be responsible for all permit fees.

Should you find this agreement acceptable, please execute both copies and return one copy to us for our files. We look forward to providing professional services on this project. If you have any questions, please contact us.

Sincerely,

**OHM ADVISORS**

*Hannah Driesenga*

Hannah Driesenga, P.E.

Client Representative

cc: Jason Hefner, Manager of Fleet & Roads  
Tim Juidici, OHM  
Jerry Ashburn, OHM  
File

**City of Auburn Hills  
2025 Concrete Maintenance  
Construction Services**

Accepted By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: JUNE 16, 2025

AGENDA ITEM NO 9B

DEPARTMENT OF PUBLIC WORKS

**To: Mayor and City Council**  
**From: Thomas A. Tanghe, City Manager; Jason Hefner, Manager of Fleet & Roads**  
**Submitted: June 9, 2025**  
**Subject: Motion – Award the 2025 Asphalt Program Construction Contract, Construction Engineering/Observation and Contract Administration Services to OHM Advisors, and Material Testing Services to G2 Consulting**

## INTRODUCTION AND HISTORY

Included in the 2025 Capital Plan for the Department of Public Works is the reconstruction of Tienken Road and Simmons Circle as well as a short-term pave of the 300 feet of North Squirrel Road from Dutton Road south. Reconstruction of Tienken Road will include a 4" mill, storm repairs, 4" of new asphalt road and new pathway on the south side of the road from Paramount Estates west (the project will stop short of the impact area of the proposed Congestion Mitigation and Air Quality (CMAQ) grant funded new round-a-bout at N Squirrel and Tienken Roads to be constructed in 2029). Simmons Circle reconstruction includes a crush and shape of the .8 miles of roadway, some storm upgrades, and 5" of new asphalt roadway. The Short-term pave of N Squirrel Road includes 2" mill and asphalt repave. The project was put out for bid with bids opened on May 29<sup>th</sup>, 2025.

Asphalt Specialists LLC of Pontiac, Michigan is the low bidder for this project. Their company has over 20+ years of experience in similar construction, my of their key management has over 20+ years of industry experience, and they have completed many other projects throughout Oakland County. Based on our previous experience, reference checks, and their qualifications, we would recommend that City Council award this contract to Asphalt Specialists LLC in the amount of \$2,073,277.93 per the unit prices listed on the bid. The amount entered in the bid for Crew Days (\$81,900) are not included in the recommended award amount as these are not part of payments made to the Contractor, but these amounts are included in the total for determining the lowest bid.

OHM Advisors serves as the City Engineer and provides engineering, observation, and contract administration for all the City's infrastructure capital projects. Their Scope of Services is attached as Exhibit 1 and includes G2 Consulting Group's estimate for material testing services. The total breakdown is included in the following chart:

	Construction Contract	CE/CA Services	Crew Days (Observation)	Testing Services	Totals
Simmons Circle	\$1,017,059.33	\$55,000	\$39,000	\$20,600	\$1,131,659.33
Tienken Road	\$783,414.99	\$42,000	\$23,400	\$15,900	\$865,214.99
Tienken Pathway	\$109,231.00	\$5,500	\$11,700	\$2,200	\$128,631.00
N. Squirrel Road	\$163,572.61	\$5,500	\$7,800	\$3,300	\$180,172.61
Totals	\$2,073,277.93	\$108,100	\$81,900	\$42,000	\$2,305,677.93

Currently budgeted is \$1,700,000.00 for the Simmons Circle Reconstruction (203-453-973.000-SHIMMONSCIRC), \$720,000 for Tienken Road Reconstruction (202-452-973.000-TIENKENROADX), \$200,000 for Tienken Road Pathway construction (202-452-973.005-TIENKENROADX) and \$200,000 for N Squirrel Road Short-Term Pave (202-452-973.000-N.SQUIRRELRD). While the total project is significantly under the total budget of \$2,820,000, the Tienken Road portion of the project is over budget by \$145,214.99. Staff recommend a budget transfer in the amount of

\$150,000 from 203-453-973.000-SHIMMONSCIRC to 202-452-973.000-TIENKENROADX to cover the extra costs associated with that portion of the project.

#### **STAFF RECOMMENDATION**

Staff recommend a budget transfer in the amount of \$150,000 from 203-453-973.000-SHIMMONSCIRC to 202-452-973.000-TIENKENROADX. Staff also recommend award of the 2025 Asphalt Program construction contract to Asphalt Specialties, LLC, Construction Engineering/ Observation and Contract Administration Services to OHM Advisors, Material Testing Services to G2 Consulting Group for an estimated total cost of \$2,305,677.93 to be paid as follows:

203-453-973.000-SHIMMONSCIRC	\$1,131,659.33
202-452-973.000-TIENKENROADX	\$865,214.99
202-452-973.005-TIENKENROADX	\$128,631.00
202-452-973.000-N.SQUIRRELRD	\$180,172.61

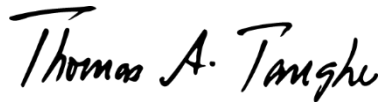
#### **MOTION**

**Move to approve a budget transfer in the amount of \$150,000 as indicated in the staff recommendation section of this memo. Also move to award the 2025 Asphalt Program construction contract to Asphalt Specialties, LLC, Construction Engineering/ Observation and Contract Administration Services to OHM Advisors, Material Testing Services to G2 Consulting Group for an estimated total cost of \$2,305,677.93**

#### **EXHIBITS**

Exhibit 1 – OHM Scope of Services

I CONCUR:



THOMAS A. TANGHE, CITY MANAGER





June 9, 2025

Mr. Stephen Baldante  
Director of Public Works  
City of Auburn Hills  
1500 Brown Road  
Auburn Hills, Michigan 48326

RE: **2025 Asphalt Road Program**  
Scope of Construction Services

Dear Mr. Baldante:

Outlined below is a Scope of Work for construction services to be provided by OHM Advisors for the above referenced project.

## **PROJECT UNDERSTANDING**

It is our understanding that the City of Auburn Hills plans to move forward with the construction phase of the 2025 Asphalt Road Program project for which bids were received on Thursday, May 29, 2025. The proposed project primarily consists of three locations in the north half of the City. The first is 0.8 miles of HMA crushing and shaping throughout Simmons Circle Subdivision. The second is 0.5 miles of HMA mill and resurfacing along Tienken Road between N. Squirrel Road and the City Limits with 8 ft wide asphalt pathway along the south side. The third is 300 feet of HMA mill and resurfacing on N. Squirrel Road south of Dutton Road. Throughout the locations, construction work includes clearing, excavation, underdrain and storm sewer improvements, aggregate base work, subgrade repairs as needed, asphalt pavement, and restoration.

## **SCOPE OF SERVICE**

### **Construction Engineering / Observation**

Under this task the project team will observe the construction efforts on the project and assist with any necessary field changes to successfully complete the work. Specific work efforts include:

- ▶ Provide daily observation of the project when construction work is occurring to verify that materials, installation, and construction methods used are in conformance with the project plans and specifications as well as applicable standards. Full-time observation will be provided for all roadway and utility construction.
- ▶ Produce daily field reports to document construction activities and record quantities of contract pay items.
- ▶ Prepare and provide the Contractor with a list of required submittals and review shop drawings, construction schedules, materials certifications, and other submittals.
- ▶ Address Contractor's construction concerns and resolve conflicts with the executed contract specifications.
- ▶ Arrange and attend regularly scheduled progress meetings during the construction phase. It is anticipated that meetings will be held biweekly during the active construction period.
- ▶ Coordinate with the materials testing consultant on material related items.
- ▶ Coordinate with the property owners and other stakeholders in the construction area regarding access, traffic staging, schedule, and other pertinent items for the duration of the project.



- ▼ Prepare and deliver record (As-Built) plans that include the constructed location of all installed underground utilities. Record plans will be delivered electronically in PDF format.

### **Contract Administration**

Under this task, the project team will complete services necessary to administer the contract. Specific work efforts include:

- ▼ Coordination with the Contractor and City to execute the contract documents.
- ▼ Arrange and attend one (1) pre-construction meeting prior to the start of the project.
- ▼ Provide two (2) signed copies of the contract documents to the City, one (1) to the Clerk's office and one (1) to the DPW.
- ▼ Review Contractor's progress on the project to ensure that the work is in compliance with the proposed schedule.
- ▼ Prepare monthly construction pay estimates and process contract change orders (if required).
- ▼ Review construction claims and coordinate claim resolution with Contractor and City (if required).
- ▼ Request and collect Contractor's declaration, contractor's affidavit, waivers from major suppliers and subcontractors, release of surety, and release from other public agencies for which permits have been obtained under this contract.

### **Crew Days (Construction Observation)**

This project contract includes a line item for Crew Days in Contractor's bid. This item is for construction observation required for the Contractor's operations. OHM will provide daily observation of work under this Crew Day item. Full-time inspection will be provided for all construction operations as indicated in the contract specifications for Crew Days. The Contractor has included the Crew Day amount in their bid based on their anticipated schedule for the project.

### **SCHEDULE**

Based on the Council meeting schedule, we anticipate that the project award will be approved at the June 16<sup>th</sup> City Council meeting. Construction on the project is anticipated to begin in early July. The project is expected to be substantially completed by November of this year.

### **COMPENSATION**

The construction engineering and contract administration outlined above will be performed on an hourly basis for the not-to-exceed amount of one hundred eight thousand and five hundred dollars (\$108,500.00). The construction observation as Crew Days will be performed on a per day basis for the amount of eighty-one thousand nine hundred dollars (\$81,900.00), which is based on the amount bid by the Contractor for this item. The City will be invoiced for services on a monthly basis. The estimated budget breakdown is as follows:

	Construction Engineering	Contract Administration	Crew Days (Observation)	Total
Shimmons Circle	\$30,000	\$25,000	\$39,000	<b>\$94,000</b>
Tienken Road	\$22,500	\$20,000	\$23,400	<b>\$65,900</b>
Tienken Path	\$3,500	\$2,000	\$11,700	<b>\$17,200</b>
Asphalt Maintenance	\$3,000	\$2,500	\$7,800	<b>\$13,300</b>
Total	\$59,000	\$49,500	\$81,900	<b>\$190,400</b>
Materials Testing Services Estimate (G2)			\$ 42,000	



## FURTHER CLARIFICATIONS AND ASSUMPTIONS

The above-listed scope of services was prepared with the following assumptions:

- Materials testing services will be provided by G2 Consulting Group under a separate contract and are not included in this scope of services. The estimated amount for this service is indicated above.
- The City will be responsible for all permit fees.

Should you find this agreement acceptable, please execute both copies and return one copy to us for our files. We look forward to providing professional services on this project. If you have any questions, please contact us.

Sincerely,

**OHM ADVISORS**

Timothy J. Juidici, P.E.  
Principal

cc: Jason Hefner, Manager of Fleet & Roads  
Alex Parent, OHM  
Jerry Ashburn, OHM  
File

**City of Auburn Hills  
2025 Asphalt Road Program  
Construction Services**

Accepted By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_